



## **Foundation protection plan**

**Protection only plan for students and  
newly qualified dental professionals**

**Table F2**

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# Foundation protection plan

## Protection only plan for students and newly qualified dental professionals Table F2

### 1 Introduction

#### 1.1 Purpose of the plan

This **plan** is designed for students in **education** and newly qualified **dental professionals** and will to pay **you**:

- a lump sum if **you** are unable to complete **your education** because of **your incapacity** or
- regular **benefits** to help replace the income **you** lose if **you** cannot work in **your occupation** because of **your incapacity** after the completion of **your education**.

This **plan** is not designed to pay out if **you** cannot complete **your education** or if **you** cannot work for any other reason, including but not limited to events such as:

- If **your** contract ends, is suspended or terminated
- **you** are made redundant, **you** resign, or are dismissed
- **you** are suspended or otherwise prevented from working as a result of any governmental, legal, disciplinary or regulatory advice, guidelines or rulings.

Under this **plan** biological or psychological condition lying within the range of normal, age-appropriate human variation are not regarded as an **incapacity**, and it is a requirement of the **plan** that an **incapacitated planholder** must continue to receive **generally accepted medical treatment** throughout a claim.

#### 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 <b>actuary</b> as defined in the <b>rules</b> .
benefits	The lump sum or regular amounts <b>we</b> pay <b>you</b> on account of a valid claim, based on <b>your cover</b> , subject to the terms and conditions of the <b>plan</b> .
benefit statement	The statement <b>we</b> periodically send <b>you</b> detailing the features of <b>your plan</b> .
board	<b>Our</b> board of directors.
cover	<b>Your</b> insurance under the <b>plan</b> .
deferred period	If <b>you</b> become <b>incapacitated</b> after the completion of <b>your education</b> , this is the number of consecutive weeks from the start of <b>your incapacity</b> which must pass before <b>you</b> become entitled to receive <b>benefits</b> . The <b>deferred period</b> applicable to <b>your benefit</b> is shown in <b>your benefit statement</b> .
dental professional	A person who is properly licensed to legally practice as a dentist, clinical dental technician, dental hygienist, dental technician, dental therapist, or orthodontic therapist in the <b>UK</b> .
doctor	A person, other than <b>you</b> , a <b>family member</b> or <b>your</b> business colleague, who is properly licensed to legally practice as a medical doctor in the <b>UK</b> (or other countries approved by <b>us</b> ).
education	A recognised degree or diploma, the successful completion of which, would allow <b>you</b> to register with the appropriate statutory body to practice as a <b>dental professional</b> . <b>Your education</b> will end on the date the results of <b>your</b> successful qualification to become a <b>dental professional</b> are published by the relevant institution.
expiry date	The date on <b>your benefit statement</b> showing when <b>your</b> entitlement to <b>benefits</b> will end. <b>Your plan</b> will end when all <b>your covers</b> expire, which will normally be <b>your</b> 65th birthday unless special conditions apply to <b>your plan</b> or <b>you</b> have chosen a different date.

	<p><b>Your plan</b> will automatically expire if <b>you</b>:</p> <ul style="list-style-type: none"> <li>• if <b>you</b> receive <b>benefits</b> on account of <b>your incapacity</b> arising before <b>you</b> complete <b>your education</b></li> <li>• dropout of <b>your</b> course or do not complete <b>your education</b> and register as a <b>dental professional</b> within 12 months of the estimated completion date stated in <b>your</b> application</li> <li>• accept a lump sum settlement for a claim where <b>we</b> are satisfied the <b>incapacity</b> is expected to last throughout <b>your</b> life</li> <li>• cannot work in <b>your occupation</b> because of a <b>permanent</b> and <b>irreversible incapacity</b> which is excluded under <b>your plan</b> or for which <b>you</b> can no longer receive any <b>benefits</b></li> <li>• die.</li> </ul> <p>After the age of 55, <b>you</b> can reduce the <b>expiry date</b> of <b>your cover</b> to any birthday in the future.</p>
family member	<b>Your</b> spouse, parents, siblings, children and their spouses, civil partners or children or anybody living at the same address as them.
generally accepted medical treatment	<p>Treatment which is based on:</p> <ul style="list-style-type: none"> <li>• credible scientific evidence published in peer-reviewed medical literature; and</li> <li>• generally recognised by the relevant medical community</li> </ul> <p>and consistent with:</p> <ul style="list-style-type: none"> <li>• the appropriate standards set in <b>your</b> local or national medical guidelines</li> <li>• the views of <b>specialists</b> in relevant clinical areas and</li> <li>• any other factors, <b>we</b> consider relevant.</li> </ul>
incapacity/incapacitated/incapacitating	<p>The definition of <b>incapacity</b> applicable to <b>your plan</b> is shown in <b>your benefit statement</b>.</p> <p><b>A – Own occupation definition</b></p> <p>Before the end of <b>your education</b>, <b>incapacity</b> means <b>we</b> are satisfied that <b>you</b> are unable to complete successfully <b>your education</b> and register as a <b>dental professional</b>, as a result of a <b>permanent</b> and <b>irreversible</b> illness or injury.</p> <p>After the end of <b>your education</b>, <b>incapacity</b> means <b>we</b> are satisfied that as a result of an illness or injury:</p> <ul style="list-style-type: none"> <li>• <b>you</b> are unable to perform the <b>material and substantial duties</b> of <b>your occupation</b></li> <li>• <b>you</b> are not following any other <b>occupation</b>, except where <b>you</b> are making a phased return to work and <b>we</b> have agreed to pay <b>you</b> reduced <b>benefits</b></li> <li>• <b>your</b> income from <b>your occupation</b> has reduced as a result.</li> </ul> <p><b>B – Suited occupation definition</b></p> <p>Before the end of your <b>education</b>, <b>incapacity</b> means <b>we</b> are satisfied that <b>you</b> are unable to complete successfully <b>your education</b> and register as a <b>dental professional</b>, as a result of a <b>permanent</b> and <b>irreversible</b> illness or injury.</p> <p>After the end of <b>your education</b>, <b>incapacity</b> means <b>we</b> are satisfied that as a result of an illness or injury:</p> <ul style="list-style-type: none"> <li>• <b>you</b> are unable to perform the <b>material and substantial duties</b> of <b>your occupation</b> and the <b>material and substantial duties</b> of any <b>occupation</b> which <b>you</b> are reasonably suited as a result of <b>your</b> education, training or experience</li> <li>• <b>you</b> are not following any other <b>occupation</b></li> <li>• <b>your</b> income from <b>your occupation</b> has reduced as a result.</li> </ul> <p><b>C – Activities of daily living definition</b></p> <p><b>Incapacity</b> means <b>we</b> are satisfied that as a result of an illness or injury, <b>you</b> are unable to perform three or more of the following activities without the assistance of another person:</p> <ul style="list-style-type: none"> <li>• feed <b>yourself</b> when food has been prepared and made available</li> <li>• put on, take off, secure and unfasten all garments and, if necessary any braces, artificial limbs or other surgical appliances</li> <li>• wash in the bath or shower, including getting in and out of the bath or shower, or wash satisfactorily by any other means</li> <li>• maintain a satisfactory level of personal hygiene by using the toilet or otherwise manage bowel or bladder function</li> <li>• get out of bed into an upright chair or wheelchair and back again</li> <li>• get from room to room on a level floor.</li> </ul>
irreversible	In <b>our</b> 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 <b>occupation</b> and which cannot be reasonably omitted or modified.
member/membership	<b>Our</b> member in accordance with <b>our rules</b> .
occupation	Any trade, profession or other work done for any form 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 <b>we</b> agree is expected to last throughout <b>your</b> life with no prospect of improvement, irrespective of the <b>expiry date</b> of <b>your cover</b> or when <b>you</b> expect to retire.
plan	The foundation protection plan (F2), <b>your membership</b> and the products and services provided to <b>you</b> thereunder, subject to the terms and conditions of each.
planholder/you/your	The person named in the <b>benefit statement</b> who has the <b>plan</b> as part of their <b>membership</b> .
pre-incapacity income	The income from <b>your occupation</b> made up of: <b>Income from your employment</b> <b>Your recurring</b> salary, overtime payments, bonuses and benefits in kind before tax earned in the 12 months immediately before the start of <b>your incapacity</b> . If <b>you</b> work in and are also a shareholder and director of a close company, <b>we</b> will include the 12 month average of <b>your</b> beneficial share of the <b>recurring</b> distributable profits earned in the 36 months immediately before the start of <b>your incapacity</b> within <b>your</b> income from employment. In case the average is a loss, <b>we</b> will reduce <b>your</b> income from employment by your share of the loss. <b>Income from your self-employment</b> The 12 month average of <b>your</b> beneficial share of the <b>recurring</b> pre-tax profits from all <b>your</b> businesses before tax earned in the 36 months immediately before the start of <b>your incapacity</b> after deducting any allowable expenses, reliefs and allowances against income tax. If <b>you</b> have not been working for the full 36 months before the start of <b>your incapacity</b> , <b>we</b> will estimate what <b>you</b> would have earned based on the period that <b>you</b> actually worked. If <b>you</b> have a progressive illness, <b>we</b> may at <b>our</b> complete discretion, base <b>our</b> calculations on the annualised average of <b>your</b> three best years within the last five years, if <b>we</b> are satisfied this more accurately reflects <b>your pre-incapacity income</b> .
recurring	Excluding items which are rare, infrequent or unusual in nature either on account of their value or frequency.
rules	<b>Our</b> rules, as updated from time to time.
specialist	A <b>doctor</b> who is legally entitled to practice as a consultant or equivalent in the <b>UK</b> (or other countries approved by <b>us</b> ).
table	This appendix, setting out the terms and conditions of the <b>plan</b> .
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 **you** can only apply for **cover** under the **plan** if:

- **you** are less than 40 years of age and
- **you** live in the **UK** and
- **you** are a student and expect to complete **your education** within 24 months or
- **you** are a **dental professional** and **you** completed **your education** within the last 18 months.

#### 3.2 Application and admission

If **you** make an application for **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** cannot increase **your cover** under this **plan**, other than under the guaranteed increase in **cover** option.

**You** can reduce **your cover** at any time after the fifth anniversary of **your plan**.

#### 3.4 Special conditions

In assessing any application for **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. Unless **you** have chosen the waiver of premium option, **you** need to continue paying **your** premiums for the **cover** 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**. If **we** decide 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**, 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 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.

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

In setting the age related 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 **shares**.

### 4.3 Guaranteed premiums

If **you** have chosen guaranteed premiums, then **we** will calculate the premiums for **your cover** based on **your** age as at 31 December of the year when **your cover** starts and these will not normally increase, unless:

- **your cover** increases
- **you** use an option that increases **your** premiums
- there are any changes to the **plan** which increase **your** premiums.

**We** will not increase **your** premiums because **our** claims experience deteriorates. However, in setting the guaranteed premium rates **we** make long term assumptions about the general business and economic environment and legal, regulatory and taxation factors affecting the **society** and the **plan**. If there are significant changes to these long term factors, or it becomes impracticable or impossible to give full effect to the terms and conditions applying to **your cover**, or failing to make the change could, in **our** reasonable opinion, result in **our** with-profits **members** not being treated fairly or there are any other events outside **our** control, **we** may change **your** premiums, subject to approval by the **board** and the **actuary**.

## 5 General benefit conditions

### 5.1 The maximum benefits we will pay

If **your incapacity** starts before **you** complete **your education**, **we** will pay a maximum of £45,000 or such other amount as set out in **your benefit statement** for any valid claim. The **benefit** will be paid as a lump sum unless otherwise shown in **your benefit statement**. **We** will only pay this benefit once over the life of **your plan** and **you** will not be entitled to any other payments under the **plan**.

If **your incapacity** starts after **you** have completed **your education**, the total **cover**, disregarding any increases from the guaranteed increase in cover option and the inflation linking of cover and benefits option, **you** may have under the **plan** may not exceed £21,000 per annum.

**Your benefits** after the completing **your education** 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
- 40% of your **pre-incapacity income** above £60,000.

**We** will reduce the maximum **benefits we** will pay after **you** complete **your education** 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 **you** 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 80% of the gross amount, for the purposes of **our** calculations.

If the **benefits** **we** are paying **you** increase as a result of the inflation linking option, **we** will also adjust **your pre-incapacity income** appropriately, using the same index. **We** will not do this if **we** are paying **you** reduced **benefits** under section 6.8.

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

## 5.2 When the benefit payments will stop

If **your incapacity** starts after **you** complete **your education**, **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

If **your incapacity** starts before **you** complete **your education**, **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 **you** recommended immunisations up to date
- procedures and treatments which are not medically necessary, unless the result of an illness or injury and **your specialist** recommends that **you** have the procedure or treatment
- mental health disorders, including anxiety disorders, depression, stress, adjustment disorders, eating disorders, psychosomatic disorders, emotional or behavioural disorders
- disorders related to fatigue, including chronic fatigue syndrome and fibromyalgia
- any musculoskeletal condition for which **we** have not received scan evidence (MRI, X-Ray, CT Scan) of material abnormal findings.

If **your incapacity** starts after **you** complete **your education**, **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 **you** recommended immunisations up to date
- procedures and treatments which are not medically necessary, unless the result of an illness or injury 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 for an **incapacity** starting before **you** complete **your education**, **you** must notify **us** within four weeks of the diagnosis of **incapacity**.

If **you** want to make a claim for an **incapacity** starting after **you** complete **your education**, **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 it being sent to **you** 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 any 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**.

If appropriate, **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**. In particular, **you** should tell **us** if **you** carry out a work related activity, whether paid or unpaid, including voluntary work. If **you** do not fulfil **our** requirements regarding claims **we** may refuse or stop paying **your benefits**.

## 5.6 Recurrent incapacity

This section only applies to an **incapacity** starting after the end of **your education**.

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 an **incapacity** starting after the end of **your education** and 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** throughout the period **you** receive reduced **benefits** from **us**
- **you** have continuously received **benefits** from **us** for at least three months 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:

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

**We** will limit the **benefits** payable under this section to a maximum combined period of five years throughout the life of **your plan**.

## 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

This section only applies to an **incapacity** starting after the end of **your education**.

If **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, Switzerland or the USA, **we** will limit the **benefits** for all periods of **incapacity** to a maximum combined period of five 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 six 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 **dental professional** 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 **your incapacity** is due to any physical, mental or behavioural symptoms, where the abnormality cannot be detected and monitored using generally accepted and recognised objective diagnostic procedures (**we** do not consider detection or monitoring tools which rely materially on patient reported symptoms to be objective procedures) and rest or refraining from **your occupation** is the primary element of **your** medical treatment, **we** will limit **benefits** payable under **your cover** to a maximum period of two years throughout the life of **your plan**.

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 after you complete your education

### 6.1 Deferred period during approved training

This section only applies to the **cover** in respect of the **benefits** payable after the end of **your education**.

If **we** agree that **you** are **employed** in an approved dental training scheme in the **UK** immediately before the start of **your incapacity**, **we** will adjust **your deferred period** to match **your** National Health Service sick pay entitlement, subject to a minimum effective **deferred period** of 4 weeks.

### 6.2 Changing your deferred period

This section only applies to the **cover** in respect of the **benefits** payable after the end of **your education**.

After the completion of **your** approved dental training, the **deferred period** applicable to **your cover** will be 1 week.

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

If **you** select a **deferred period** of eight weeks or more, **you** can reduce **your deferred period** to a minimum of four weeks at a later date, without medical underwriting. **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 full premiums continuously for at least the last 18 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** with 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.

### 6.3 Career break

This section only applies to the **cover** in respect of the **benefits** payable after the end of **your education**.

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**. **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 before the fifth anniversary of **your plan** or if **your plan** is in arrears
- **you** cannot suspend **your cover** for less than six months
- **you** cannot suspend **your cover** for more than 12 months on any one occasion or more than a total of 24 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 12 months or the unused portion of the career break, if shorter. 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 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**.

### 6.4 Your cover when not in work

This section only applies to the **cover** in respect of the **benefits** payable after the end of **your education**.

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, **your** business ceases to be a going concern or if **you** are in the process of disposing all or a material part of **your** interest in **your** business

**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 with an independent third party to go to, in which case **we** will apply the normal definition of **incapacity** applicable to **your cover**.

If **you** become unable to perform the **material and substantial duties** of **your occupation** during a period when **you** are not working as a result of any governmental, legal, disciplinary or regulatory advice, guidelines, recommendations or rulings then, until the end of that period, **we** will assess **your** claim based on definition **C** of **incapacity**. If **you** remain unable to perform the **material and substantial duties** of **your occupation** after the period covered by such advice, guidelines, recommendations or rulings, **we** will assess that part of **your** claim based on the normal definition of **incapacity** applicable to your **cover** from the end of that period onwards.

If **we** apply definition **C** of **incapacity**, **we** will limit **your benefits** to a maximum amount of £1,200 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

This section only applies to the **cover** in respect of the **benefits** payable after the end of **your education**.

If definition **A** of **incapacity** applies to **your cover**, **your** claim satisfies that definition and **your cover** is more than or equal to £1,040 per month but as result of the calculation in section 5.1, the **benefits** payable are less than £1,040 then **we** will calculate **your benefit** as follows:

£1,040 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 80% 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 £1,040, including any inflation linked increases.

If **your cover** is less than £1,040 per month then **we** will replace £1,040 with the amount of **your cover** immediately before the start of **your** claim for the purposes of this section.

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 Hospitalisation benefit

This section only applies to the **cover** in respect of the **benefits** payable after the end of **your education**.

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** monthly **benefit** up to a maximum of £75 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 option is not available for **cover** with a **deferred period** of less than three weeks.

## 6.7 Guaranteed increase in cover

This section only applies to the **cover** in respect of the **benefits** payable after the end of **your education**.

**You** can ask **us** to increase **your cover** without providing further medical evidence within three months of any of the following events:

- three years since **your** last guaranteed increase in cover and **your** income from **your occupation** has increased in the meantime or
- **your promotion**, starting a new job or business and **your** income increases by more than 10% as a result or
- **you** entering into a civil partnership or get married or
- **you** becoming a parent or
- **you** increasing **your** personal mortgage.

The increase in **cover** will be subject to the following conditions:

- **you** must have held **your cover** and paid the full premiums for at least six consecutive years
- **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 20% of the initial value of the **cover**
- **you** cannot increase **your cover** by more than £130 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** must not be **incapacitated** or have made a claim for **benefits** under the **plan** within the previous 12 months.

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

## 6.8 Inflation linking of cover and benefits

This section only applies to the **cover** in respect of the **benefits** payable after the end of **your education**.

**Your cover** will increase in January each year in line with inflation, subject to the following conditions:

- the first increase in **your cover** will be in the January following the end of **your** approved training 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 5%
- the total increases under this feature, over the life of **your plan**, cannot exceed 150% of **your** initial **cover**
- If **you** are receiving **benefits**, these payments will increase as **your cover** increases.

**Your** premium will increase if **your cover** increases. **Your** premium will increase at a different rate to **your cover** as it takes into account the fact that **your** likelihood of becoming **incapacitated** will increase as **you** get older.

**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. However, **you** cannot do this 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 the change in the index is negative, **we** will not make any further changes to **your cover** or **benefits** until the index rises above the level which last resulted in an increase in **your cover** or **benefits**.

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

If **we** are unable to give **you** inflation linking of cover and benefits feature, then **your cover** will not change and any **benefits** due will be paid at a constant rate until the end of **your** claim.

## 6.9 Waiver of premiums

This section only applies to the **cover** in respect of the **benefits** payable after the end of **your education**.

Once **your** claim has been in payment for at least three months:

- **you** will not have to pay premiums for **your cover** for the duration of the claim
- **we** will refund the premiums **you** have paid for the **cover** from the time **benefits** became payable under the **cover**.

## 7 General

### 7.1 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** 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.

### 7.2 Assignment

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

### 7.3 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**.

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

- **we** are no longer able to administer **your plan** and/or **your membership** properly as a result of changes in the **law and regulations**

- **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 the 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
- If **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 expelled from **your** educational establishment
- **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**.

## 7.4 General

In the event of a natural disaster, epidemic or pandemic, war, riots, armed conflict, nuclear, chemical or biological contamination, **we** reserve the right to temporarily alter **your** existing **cover** under this **table** for such period (not exceeding twelve months) as considered necessary by the **board** at the time, subject to approval by the **actuary** by:

- charging additional one-off or regular premiums
- applying moratoriums and/or limitations to the maximum **benefits** payable under a claim.

The **plan** has no cash in value.

**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 ultimately liable 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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