# **Dentists' Provident**



# Foundation protection plan

Protection only plan for students and newly qualified dental professionals in the UK Table F3

### Contents

1	Introduction	3
2	Definitions and interpretation	3
3	Eligibility	5
4	Premiums	6
5	General benefit conditions	6
6	Standard features of the plan after you complete your education	9
7	General	11

## Foundation protection plan

### Protection only plan for students and newly qualified dental professionals in the UK Table F3

#### Introduction

#### Purpose of the plan

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

- 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.

#### **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	Our board of directors.
cover	Your insurance under the plan.
deferred period	If you become incapacitated after the completion of your education, this is 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.
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 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 65th birthday unless special conditions apply to your plan or you have chosen a different date.

Your plan will automatically expire if you:

- receive benefits on account of your incapacity arising before you complete your education
- dropout of your course or do not complete your education and register as a dental professional within 12 months of the estimated completion date stated in your application
- 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.

#### generally accepted medical treatment

Treatment which is based on:

- credible scientific evidence published in peer-reviewed medical literature; and
- generally recognised by the relevant medical community

and consistent with:

- the appropriate standards set in **your** local or national medical guidelines
- the views of **specialists** in relevant clinical areas and
- · any other factors, we consider relevant.

#### incapacity/incapacitated/ incapacitating

The definition of **incapacity** applicable to **your cover** is shown in **your benefit statement**.

#### A - Own occupation definition

Before the end of your education, incapacity means we are satisfied that you are unable to complete successfully your education and register as a dental professional, as a result of a permanent and irreversible illness or injury.

After the end of your education, 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

Before the end of your education, incapacity means we are satisfied that you are unable to complete successfully your education and register as a dental professional, as a result of a permanent and irreversible illness or injury.

After the end of your education, 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 <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. Satisfaction of these duties shall require <b>your</b> cooperation.
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 <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 (F), <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:
	Income from your employment
	<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 <b>your</b> share of the loss.
	Income from your self-employment
	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	Our rules, as updated from time to time.
specialist	An independent <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 or plan 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.

#### **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 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  ${f our}$  standard premium rates for  ${f your}$  cover. If  ${f we}$ 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 or refuse any claim which arose when your premiums were in arrears, in its entirety.

If you cannot pay your premiums due to financial difficulties, 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 vour 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 aim to 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.

#### 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:

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

#### **General benefit conditions**

#### 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 complete your education, the total **cover**, disregarding any increases from the guaranteed increase in cover option and the inflation linked cover and benefits option, you may have under the plan may not exceed £21,000 per annum.

**Your benefits** after **you** complete **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  $\boldsymbol{your}$   $\boldsymbol{education}$  by any income  $\boldsymbol{you}$  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 80% of the gross amount, for the purposes of **our** calculations.

We may reduce your pre-incapacity income to reflect changes in your business, professional or personal circumstances, if we are reasonably satisfied that such an adjustment would better reflect your actual loss of income due to your incapacity.

If the benefits we are paying you increase as a result of the inflation linked cover and benefits 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 68

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 (including circumstances where **you** have recovered sufficiently to be able to return to your occupation but do not do so due to the risk of relapse or further incapacity)
- 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 excluded by the special conditions applicable to **your cover**. This includes situations where the **incapacity** is due to more than one illness or injury (whether declared on the claim form or not) and any of these are excluded by the special conditions applicable to **your cover**.

We will not pay for any incapacity 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 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 excluded by the special conditions applicable to **your cover**. This includes situations where the **incapacity** is due to more than one illness or injury (whether declared on the claim form or not) and any of these are excluded by the special conditions applicable to your cover.

We will not pay for any incapacity 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 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 **vour** claim form within 90 days of it being sent to **vou** 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 (including ongoing confirmation of your continued incapacity, at a frequency we consider to be reasonable for **your** claim) 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**. 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. If we cannot do this, then we will assess your second claim as a new claim.

If **you** suffer a new **incapacity** immediately after the end of your claim, then we will assess your second claim as a new claim. If, in doing so, the provisions of section 6.4 apply, such that we have to assess your second claim based on definition C of **incapacity**, we may at our discretion treat the second claim as a continuation of the initial 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:

your pre-incapacity income - income from your phased return to work benefits payable before your phased return to work 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 vour education.

If **vou** 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.

**You** agree to give **us** all the consents, documents and personal information **we** ask for, in the form **we** specify, to enable **us** to confirm **your** location for the purposes of this section.

#### **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 wholly 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, from the time **we** notify **you** that **your** claim falls within the scope of this paragraph.

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 the 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, your business colleagues or a person previously known to you, 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.

#### 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 temporarily 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
- **vou** cannot suspend **vour 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 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.

#### 6.4 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 vour 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 benefit 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, or
- your promotion, starting a new job or business and your income increases by more than 10% as a result, or
- you enter into a civil partnership or get married or
- you become a parent, or
- you increase your personal mortgage.

If **you** have not used the guaranteed increase in cover option previously, **you** can use this option after **you** have held the **cover** and paid the full premiums for at least seven consecutive years.

The increase in **your 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**
- your income from your occupation has increased. 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 linked 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:

- **your** first increase 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 vour 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  $\boldsymbol{we}$  send  $\boldsymbol{you}$  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 **vour** 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

 $\boldsymbol{We}$  may, at  $\boldsymbol{our}$  discretion replace the  $\boldsymbol{UK}$  consumer price index with another suitable index.

If we are unable to give you the inflation linked 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**.

#### 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 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 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 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.



PO Box 76944, London, EC1P 1LG

Telephone: +44 (0) 20 7400 5700 Calls are recorded for our mutual security, training and monitoring purposes. Fax: +44 (0) 20 7400 5701 www.dentistsprovident.co.uk www.dentistsprovident.ie

Dentists' Provident is the trading name of Dentists' Provident Society Limited which is incorporated in the United Kingdom under the Friendly Societies Act 1992 (Registration Number 407F) and has its registered office at 91-94 Saffron Hill, London, EC1N 8QP. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom (Firm Reference Number 110015) and regulated in the Republic of Ireland by the Central Bank of Ireland for conduct of business rules (Firm Reference Number C33946).