# **Dentists' Provident**



Lifestyle security plan Holloway plan for dentists in the UK Table A3

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## Lifestyle security plan

### Holloway plan for dentists in the UK Table A4

#### 1 Introduction

#### Purpose of the plan 1.1

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

This plan is not designed to pay out if you cannot work 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 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.
bonus account	The accumulated bonuses <b>we</b> hold in <b>your</b> favour under this <b>plan</b> .
cover	Your insurance under the plan.
deferred period	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> .
dentist	A person who is properly licensed to legally practice as a dentist 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> ).
expiry date	The date on <b>your benefit statement</b> showing when <b>your</b> entitlement to <b>benefits</b> will end.
	Vour plan will and when all your covers expire which will normally be your 67th hirthday unless special

Your plan will end when all your covers expire, which will normally be your 67th birthday unless special conditions apply to your plan, you have chosen a different date or the expiry date of your cover has been extended by mutual agreement.

Your plan will automatically expire if you:

- 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. Treatment which is based on: generally accepted medical treatment · 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/ The definition of **incapacity** applicable to **your cover** is shown in **your benefit statement**. incapacitating A - Own occupation definition **Incapacity** means we are satisfied that as a result of an illness or injury: • you are unable to perform the material and substantial duties of your occupation you are not following any other occupation, except where you are making a phased return to work and we have agreed to pay you reduced benefits • your income from your occupation has reduced as a result. **B** - Suited occupation definition **Incapacity** means **we** are satisfied that as a result of an illness or injury: you are unable to perform the material and substantial duties of your occupation and the material and substantial duties of any occupation which you are reasonably suited as a result of your education, training or experience • you are not following any other occupation • your income from your occupation has reduced as a result. C - Activities of daily living definition **Incapacity** means **we** are satisfied that as a result of an illness or injury, **you** are unable to perform three or more of the following activities without the assistance of another person: · feed yourself when food has been prepared and made available · put on, take off, secure and unfasten all garments and, if necessary any braces, artificial limbs or other surgical appliances wash in the bath or shower, including getting in and out of the bath or shower, or wash satisfactorily by any other means · maintain a satisfactory level of personal hygiene by using the toilet or otherwise manage bowel or bladder function · get out of bed into an upright chair or wheelchair and back again • get from room to room on a level floor. irreversible In our reasonable opinion, cannot be reasonably improved upon by any medical treatment and/or surgical procedures available throughout the remaining duration of the claim. lifetime membership plan The lifetime membership plan (H) available to existing qualifying **members** in the **UK**. The main tasks and duties, which are normally required for the satisfactory performance of an **occupation** and material and substantial duties which cannot be reasonably omitted or modified. Satisfaction of these duties shall require your 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

participation units

Dentists' Provident Society Limited.

The A participation units.

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 lifestyle security plan (A), <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 you work in and are also a shareholder and director of a close company, we will include your beneficial share of the recurring distributable profits earned in the 12 months immediately before the start of your incapacity within your income from employment. In case the company incurs a loss, we will reduce your income from employment by your share of the loss.
	Income from your self-employment
	<b>Your</b> beneficial share of the <b>recurring</b> net pre-tax profits from all <b>your</b> businesses before tax earned in the 12 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 12 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, instead of basing <b>our</b> calculations on the 12 months before the start of <b>your incapacity</b> , base them on the 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> ).
specialist qualification	Any qualification approved by the UK's General Dental Council that would entitle <b>you</b> to join their speciality list.
table	This appendix, setting out the terms and conditions of the <b>plan</b> .
terminal condition	A definite diagnosis by <b>your specialist</b> of an illness or injury that either has no known cure or has progressed to the point where it cannot be cured and which in <b>our</b> and the treating <b>specialist's</b> opinion is expected to lead to death within 12 months.
UK	The United Kingdom of Great Britain and Northern Ireland and its Crown dependencies.

#### **Eligibility** 3

#### 3.1 Who can have this plan

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

#### 3.2 Application and admission

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

#### 3.3 Changing your cover

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

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

You can reduce your cover at any time.

#### 3.4 Special conditions

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

- refuse to allow **you** to have certain features of the **plan**
- refuse to insure **you** for certain conditions
- · change the expiry date of your cover

- offer **you cover** on terms and conditions which are different from our standard terms and conditions
- offer you different cover 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. You need to continue paying your premiums during a claim.

How much and when **you** need to pay are shown in **your** most recent **benefit statement**. **We** calculate **your** premiums in accordance with **our** standard premium rates for **your cover** and participation units. If you have customised your cover or we 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 and participation units, 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  $\boldsymbol{you}$  cannot pay  $\boldsymbol{your}$  premiums due to financial difficulties,  $\boldsymbol{you}$ should contact **us** as soon as possible. At **our** discretion, **we** may be able to offer you special arrangements to settle what you owe, based on your circumstances and membership history.

#### 4.2 Age related and level premiums

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

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

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

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

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

#### 4.3 Reviewing your premiums

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

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

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

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

If your premiums change, we will 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 or participation units.

#### **General benefit conditions** 5

#### 5.1 The maximum benefits we will pay

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

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

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

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

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

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

**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 benefits option, **we** will also adjust **your pre-incapacity income** appropriately, using the same index.

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

#### 5.2 When the benefit payments will stop

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

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

- you are no longer incapacitated (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

**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, you must notify us within:

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

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

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

#### 5.5 Our requirements regarding claims

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

In addition you must:

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

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

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

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

You are also responsible for the cost of providing all routine financial and medical evidence (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

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 **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 one month before the reduced **benefits** become payable
- your incapacity limits your ability to perform the material and substantial duties of your occupation to no more than the lower of:
  - 18 hours per week or
  - 55% of the average weekly hours **you** worked in the 12 months before the start of your incapacity.

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

your pre-incapacity income - income from your phased return to work benefits pavable 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 seven 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

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

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

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

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 dentist and perform or assist in exposure prone procedures, then if **you** are receiving treatment, **we** will continue to pay **you** benefits until you are medically fit to return to your occupation, subject to our normal terms and conditions for claims. If **you** decide not to have the treatment then **we** will pay you benefits for a maximum period of 12 months throughout your incapacity.

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

disposal results in a loss then we will ignore this from our benefit calculations.

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

If you enter into any arrangements with a family member, 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

#### 6.1 Changing your deferred period

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

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

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

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

#### 6.2 Career break

If **you** take a career break and temporarily stop working, **you** can ask us to suspend your cover. You will not have to pay any premiums for your cover but you will need to still pay the premiums for your participation units. You will not be able to make a claim when your cover is suspended under this section.

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

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

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

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

#### 6.3 Educational break cover

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

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

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

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

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

#### 6.4 Your cover when not in work

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

- **you** are under notice of redundancy, termination or suspension
- you are self-employed and you have no work, 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  $\boldsymbol{we}$  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 £2,000 per month.

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

#### 6.5 Minimum benefit assurance

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

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

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

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

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

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

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

This section 6.5 will not apply to any claim where you are entitled to **benefits** under any of **our** other plans. If **you** are entitled to benefits under the minimum 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 Respite care benefit

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

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

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

- the cost of a stay of up to two weeks in a respite care facility
- £4.000.

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

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

#### 6.7 Transplant benefit

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

We will not pay the cash lump sum if:

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

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

#### 6.8 Back to work benefit

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

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

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

#### 6.9 Hospitalisation benefit

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

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

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

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

#### 6.10 Extra benefit for terminal claims

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

#### 6.11 Family carer benefit

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

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

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

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

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

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

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

#### 6.12 Dentists employed in the National Health Service

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

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

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

#### 7 Customisable features of the plan

#### 7.1 **Guaranteed increase in cover**

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

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

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

#### 7.2 Inflation linked cover

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

- your first increase will be in the January following the first anniversary of your cover based on the 12 month change to the **UK** Consumer Price Index as at the previous September
- your premiums will increase, if you accept the increase in benefits under this option
- the maximum annual increase under this option cannot exceed 75%
- the total increases under this feature, over the life of your plan, cannot exceed 200% of your initial cover.

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

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

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

We may, at our discretion replace the UK Consumer Price Index with another suitable index.

#### 7.3 Reducing benefits

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

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

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

#### 7.4 Level benefits

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

#### 7.5 Inflation linked benefits

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

- your first increase will be in the January after your benefit has been in payment for 12 months based on the 12 month change to the **UK** Consumer Price Index as at the previous September
- the maximum annual increase under this option cannot exceed 75%
- the total increases under this feature, over the life of **your plan**, cannot exceed 200% of the starting amount of your benefit
- your cover will not change as a result of any increases in claim payments under this feature and any future claim will be based on your cover at that time

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

**We** may, at **our** discretion replace the **UK** Consumer Price Index with another suitable index.

#### 7.6 Enhanced benefits for severe incapacity

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

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

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

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

#### 7.7 Extending the expiry date of your cover

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

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

#### Surpluses and bonuses

#### 8.1 Participation units

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

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

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

#### 8.2 Distributions

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

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

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

If **you** cancel **your plan** and subscribe to another plan **we** offer, you can keep your bonus account with us. Your bonus

account will be paid up but continue to be subject to the relevant terms and conditions governing the plan.

#### 8.3 Bonus account reductions

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

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

#### 9 General

#### 9.1 Currency

This plan is only available in Pounds Sterling.

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

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

#### 9.2 Nominations and assignment

of your plan accordingly.

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

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

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

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

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

#### 9.3 Cancellation

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

**plan** and **we** reserve the right to deduct any premium arrears from the funds from your bonus account.

We have the right to cancel your plan and your membership before the **expiry date** or from its start if **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 barred or suspended from your occupation by your employer or another competent authority for any reason other than incapacity
- you have acted dishonestly, concealed or misstated information in your dealings with us.

#### 9.4 Lifetime membership plan

If **you** are over the age of 55 and wish to take out the **lifetime** membership plan and the expiry date of your plan falls within the next 12 months, you can ask us in writing to irrevocably suspend your cover until the expiry date of your plan.

If you suspend your cover under this section:

- you will not have to pay any premiums for your cover but you will need to still pay the premiums for your participation units
- you will not be able to make a claim for benefits.

We will suspend your cover from the later of the date you have specified or the date **we** receive **your** written request. **We** will not backdate any request for the suspension of your cover, and it will be subject to the following conditions:

- **your** decision under this section 9.4 is irrevocable, this means you will not be able to resume your cover if you change your mind at a later date.
- you cannot suspend your cover under this section for more than 12 months
- you cannot use this feature before the third anniversary of your plan or if your plan is in arrears
- you cannot suspend just a part of your cover

#### 9.5 General

In the event of a natural disaster, epidemic or pandemic, war, riots, armed conflict, nuclear, chemical or biological contamination,  $\boldsymbol{we}$  reserve the right to temporarily alter  $\boldsymbol{your}$ existing  ${\bf cover}$  under this  ${\bf table}$  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.

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.



20-21 Red Lion Court, London, EC4A 3EB
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

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