

your medicash smile

Terms and Conditions Document
Important Membership Information
Please keep safe with your Schedule
of Membership
April 2008

+ medicash
smile

Welcome to Medicash Smile

Welcome to Medicash with a positive new approach to life, health and well-being already enjoyed by Medicash members throughout the UK.

Medicash Smile has been designed to help members take care of their oral health, ensuring you get the dental care you need, when you need it.

Available in three levels – and covering routine dental check-ups and treatment, accident & injury, emergency and oral cancer treatments – Medicash Smile provides generous cash benefits for both private and NHS dental care.

Over the following pages, you'll find important information about our terms and conditions relating to this plan. Please read this brochure in conjunction with your Schedule of Membership so you know which benefit rules apply to your plan.

To find out more, simply call our Customer Service Team on:

0151 702 0265

Telephone lines are open: Monday to Thursday, 8.45am until 5pm and Friday, 8.45am until 4pm (except Bank Holidays). Calls may be recorded for training and monitoring purposes.

Remember to keep this booklet and your Schedule of Membership safe

You need to read these Terms and Conditions along with the Schedule of Membership and the Benefit Table which together make up the Policy between you, the Member, and us.

Terms and Conditions

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1. Definitions

Benefit Date

The date shown in your Schedule of Membership, quoted as the first date from which you are eligible to make a claim.

Benefit Table

The table contained in the Schedule of Membership, current at the date of Treatment or cost incurred, that shows the benefits applicable to each of the premium levels.

Benefit Year

The annual period commencing on your Benefit Date, as shown within your Schedule of Membership. In each Benefit Year you can claim up to the yearly maximum, as shown in the Benefit Table.

Child(ren)

Born to you or your Partner, or legally adopted by you, and under the age of 19 years and in full-time education.

Cosmetic Treatment

Treatment received to change appearance and not to cure or alleviate a medical condition.

Hazardous Pursuits

Hazardous pursuits or sports include canyoning, gorge walking, hang-gliding, high diving, horse jumping, microlighting, mountain boarding, parasailing and rock climbing.

Our/Us/We

Medicash Health Benefits Ltd, Merchants Court, 2-12 Lord Street, Liverpool, L2 1TS. Medicash is a company limited by guarantee, is registered in England (number 258025), and is authorised and regulated by the Financial Services Authority.

Partner

A spouse or named person who lives with you on a permanent basis, as if your legal spouse, regardless of gender.

Policy

Our contract of insurance with the Policyholder, providing the cover as detailed in the Schedule of Membership, the Benefit Table (as amended from time to time), and this Membership Handbook.

Policyholder

The first named person in the Schedule of Membership. This person is responsible for premiums due, and is the usual recipient of benefits paid.

Pre-Existing Condition

Any disease, illness or injury for which you have experienced symptoms, or sought or received medical attention in the 12 month period before the start of your policy, or increase in the premium level of your policy.

Qualifying Period

The period between the Policy joining date and the Benefit Date, as shown in your Schedule of Membership. Premiums must be continuously paid but you cannot make a claim during this period.

Schedule of Membership

The document issued to you with this Membership Handbook when you join or amend your cover. It shows the Policy joining date, the premiums due, the Benefit Table, the level of cover chosen, and those persons covered under the Policy.

Treatment

Medical or surgical management of a patient. Where a series of treatments is given, we define this to be a course of treatment, which concludes on the date of the final treatment given. In the case of an Inpatient stay the course of treatment is from the date of admission to the date of discharge.

United Kingdom

England, Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man, and British Forces Personnel posted overseas.

You/Your

The Policyholder and/or their Partner and/or Children who are covered for benefit under the Policy.

2. Becoming a member or amending your cover

- 2.1 You become a Member through your employer either:
 1. with effect from the date that your employer first purchases Medicash Smile and notifies you and us that you are to be registered as a member
 2. if you join an employer who already participates in Medicash Smile and You subsequently become eligible to be registered as a Member in accordance with your contract of employment
 3. with effect from any other point in time that your employer advises us that you should be included as a member of Medicash Smile
- 2.2 Once a Member you can apply to amend your level of cover or apply to cover your partner by completing an application form and sending it to Medicash Health Benefits Ltd, Merchants Court, 2-12 Lord Street, Liverpool, L2 1TS. You may also join or amend your level of cover by telephoning us on 0151 702 0265, and notify your employer
- 2.3 Persons covered by the Policy must reside within the United Kingdom.
- 2.4 All information provided to Medicash must be accurate, true and complete to the best of your knowledge and belief. Failure to do so may jeopardise your claim or cover. To protect all our members we will take action against anyone who makes a dishonest or false application.
- 2.5 We reserve the right to refuse to accept any applicant as a Member.
- 2.6 There is no upper age limit when members apply to join a plan on a company-funded basis. However elements of the plan paid for by the employee only cover Members aged between 16 and 66.
- 2.7 You can apply to include your Partner on your Policy if he/she is aged 16 or over, and is less than 66 years of age at the date of application. Your partner will cease to be covered by your Policy if he or she ceases to reside permanently with you.
- 2.8 If in the unfortunate event that you or your partner dies, a Dual Policy can be amended to a Standard Policy and no Qualifying Period will be applied.
- 2.9 Your Children, and your Partner's Children are covered on your Policy, and must be registered at the time of joining
 - a. up to 16 years of age,
 - b. or up to their 19th birthday if in full-time education.
- 2.10 You will be registered as a Policyholder with effect from the date of joining, as detailed in your Schedule of Membership.
- 2.11 We will send you a new Schedule of Membership after an amendment to your cover. The effective date of any amendment will be detailed in the Schedule of Membership.
- 2.12 If you increase your level of cover, new Qualifying Periods may apply before you can claim the new level of benefit. In the meantime, where appropriate, we will pay benefit at the previous rate.
- 2.13 This is a monthly renewable insurance contract that remains in force if premiums are paid when they are due. Renewal is automatic and binding and no renewal papers or other forms of notification will be issued.

3: Premiums

- 3.1 The level of premium paid determines the level of benefits that you will receive. The benefits applicable to each premium level are shown in the Benefit Table in section 10.
- 3.2 Premiums are inclusive of Insurance Premium Tax (IPT) at the current rate. Should the rate of IPT change, Medicash reserves the right to pass this on to members, subject to prior notification of 28 days.

- 3.3 Premiums will be paid on your behalf by your employer in accordance with the arrangements made between your employer and us.
- 3.4 We will not pay claims unless your premiums are paid up to date. It remains your responsibility to ensure that your premium payments are maintained, regardless of the payment method.
- 3.5 If premiums are more than six weeks overdue, we may cancel your Policy and your cover may cease. We will not pay any claims where the date of treatment is after the date that your policy is paid up to.
- 3.6 We reserve the right to deduct any premiums due to us from any benefits payable to you.

4: Claims

- 4.1 In order to receive any of the benefits you must fully complete and sign a claim form. You must use the claim form that we provide. Claim forms are available by telephoning us on 0151 702 0265. You can also download a claim form from our website at www.medicash.org and logging into the 'My account' section.
- 4.2 You must provide us with the information or proof to support your claim that we require, as detailed in section 11. We will be unable to pay any claim that does not have sufficient supporting evidence. If you have any queries about a claim, including whether or not you are eligible to make a claim, please call 0151 702 0265 and we will be happy to advise you.
- 4.3 We do not pay for charges incurred for completing a claim form, or for medical information required to support your claim. These charges are your responsibility.
- 4.4 For those claims that require the evidence of a receipt, you must pay for treatment before you can make a claim.
- 4.5 Receipts must be unaltered originals which should show the name and qualifications of the practitioner who provided the Treatment, the date of the Treatment, the name of the recipient of the Treatment, and a description of the Treatment provided. We do not accept photocopies, credit card receipts, or estimates for Treatment.
- 4.6 Receipts must be submitted to Medicash translated into English, if necessary.
- 4.7 We do not normally return receipts. If you wish to have your receipt returned to you, you must request this in writing at the time you make your claim.
- 4.8 **Claims must be made within 26 weeks** of the date that Treatment was received or the course of Treatment was completed, or that you were discharged from hospital. Medicash will not accept any liability to pay any claims outside of this time frame.
- 4.9 The date of Treatment will determine the Benefit Year in which a claim is paid.
- 4.10 We do not pay claims for any Treatment that has resulted from participation in hazardous pursuits or sports, or through self-inflicted injury.
- 4.11 You can only claim once for each episode of Treatment.
- 4.12 To protect all Medicash members, we will take action against anyone who makes a dishonest or false claim. Such action includes, but is not limited to, refusal to accept liability to pay a claim, termination of your policy without refund, or legal action.
- 4.13 We keep a record of potential claims for one year only, where you have notified us of a possible claim or where we have been unable to process a claim because we require additional information.
- 4.14 There is a minimum claim payment of £2.00. Amounts below this threshold will be held and added to the next claim payment.
- 4.15 In the event that your claim is also covered by another insurance policy, we will not pay more than our proportionate share, which cannot exceed the total eligible cost which you have incurred. When making a claim you must disclose to us the existence of any other cover, and provide permission for us to make contact with the other company.
- 4.16 If you have more than one insurance policy with Medicash, we will not pay more than 100% of the receipted amount.

5: Benefit payments

- 5.1 The type of cover that we provide and the amount that we will pay you for each type of cover are known as benefits and are detailed in the Benefit Table in section 10.
- 5.2 The amounts shown in the Benefit Table are the maximum amounts that you can claim for each benefit in any one Benefit Year.
- 5.3 Benefits are paid to the Policyholder in British Pounds Sterling by direct credit to their UK bank or building society account, or by cheque to the policyholder's home address. If you wish to arrange payment to another person, you will have to apply in writing to us at the time of making your claim.
- 5.4 Benefits will not be paid:
 - a. if treatment is received during any applicable Qualifying Period
 - b. until we have successfully received your first premium
 - c. if your premiums are not paid up to date.
- 5.5 We reserve the right to recover any overpayments made to you either directly, or by adjusting any future benefit payments made to you.

6: Cancellation and termination

- 6.1 All cover and Benefits under this policy will cease automatically for all named persons under that Policy if:
 1. Your employer cancels the Policy
 2. In the unfortunate event that you die
 3. Premiums cease or premiums are in arrears of six weeks or more. We may re-instate your cover if the Premiums are brought up to date by your employer however we reserve the right to impose Waiting periods for some Benefits
 4. You cease to be an employee or a selected employee of a company participating in Medicash Smile.
- 6.2 We reserve the right to cancel your Policy at any time by giving not less than 28 days written notice.
- 6.3 If you increase your level of cover to include your Partner or higher annual benefit limits and you later decide that the policy is not suitable, let us know. If you cancel within 30 days of amending your plan, and providing you have not made a claim we will refund the additional portion of the premiums paid.
- 6.4 You may cancel the increased cover at any time. You must give us notification in writing or by telephone on **0151 702 0265**. We will cancel your increased cover with immediate effect from the date you notify us.
- 6.5 We will not accept claims for any Treatment after your policy has been terminated.

7: Your Rights – Data Protection, complaints and compensation rights

- 7.1 For the purposes of the Data Protection Act 1998 we are the Data Controller in relation to any personal data you provide to us. Under the principles of the Data Protection Act 1998 we will endeavour to ensure that your personal information held by us is:
 - a. Processed fairly and lawfully
 - b. Processed for limited purposes
 - c. Adequate, relevant and not excessive
 - d. Accurate
 - e. Kept for no longer than is necessary
 - f. Processed in accordance with the right of data subjects under the Act
 - g. Kept secure
 - h. Not transferred to other countries without adequate protection.
- 7.2 We will treat all sensitive and medical information we receive with the strictest confidence.
- 7.3 Under the Data Protection Act 1998 you may write to us and request a copy of the information we hold about you. If these details are inaccurate you can ask us to amend

them. We reserve the right to charge the maximum fee payable for a subject access request under the terms of the Data Protection Act 1998.

- 7.4 If you are not happy with any aspect of our service, send the full details of your complaint to the **Head of Customer Operations, Medicash, Merchants Court, 2-12 Lord Street, Liverpool L2 1TS**. We will respond to you within five working days and send you a copy of our complaints procedure.
- 7.5 If you are not satisfied with our response you can refer your complaint to the British Health Care Association, 26-28 Headlands, Kettering, Northamptonshire, NN15 7HP or to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR.
- 7.6 In the unlikely event that Medicash Health Benefits Limited becomes insolvent and is unable to pay the benefits provided under the plan, you are protected by the Financial Services Compensation Scheme (FSCS). Under this scheme the first £2,000 of a claim or policy is protected in full. Above this threshold, 90% of the rest of the claim or value of unused premiums may be met. Further information can be found at www.fscs.org.uk/consumer.
- 7.7 We may use your personal details to inform you of special offers, products and services that may be of interest to you, from ourselves and/or carefully selected partners. This may be via post, telephone, email, mobile text or picture messaging. If you do not consent to us using your details for this purpose, please write to the **Data Controller, Medicash, Merchants Court, 2-12 Lord Street, Liverpool L2 1TS**.

8: Our Rights: How we protect our members

- 8.1 You must satisfy yourself that the Policy and level of cover you have chosen are right for you. We will not provide any personal advice in respect of the suitability of either the Policy or the level of cover chosen but will provide information to assist your decision or understanding.
- 8.2 The terms of this Policy are governed by English Law and all communications will be made in English. We can provide communications in alternative formats upon request.
- 8.3 We have the absolute right to change any of the Benefits, Benefit Year, the Membership Handbook detailing the terms and conditions, or Premiums relating to the Policy. If we make such a change we will write to you giving you at least 28 days notice and detailing how this will affect your Policy.
- 8.4 We will notify you of any changes in writing to your home address as last notified to us. We will not be responsible if the notification, for any reason, fails to come to your attention. If you are not happy with the changes we have made you may cancel your Policy.

9. Benefit Table

DENTAL				
Weekly Premiums				
- Standard plan		£1.50	£2.10	£2.70
- Dual plan		£2.75	£3.90	£4.90
Monthly Premiums				
- Standard plan		£6.50	£9.10	£11.70
- Dual plan		£11.90	£16.90	£21.20
Benefit	% Pay Back	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Routine dental treatments	100%	Up to £180	Up to £240	Up to £300
Dental accident treatments	100%	Up to £3,000 in 24 months	Up to £5,000 in 24 months	Up to £7,000 in 24 months
Dental emergency - Call out fee	100%	Up to £250	Up to £500	Up to £750
Oral Cancer cover	100%	£1,000 lump sum	£5,000 lump sum	£10,000 lump sum

Dependant children can claim up to half the maximum benefit level.

10. Benefit Rules

10.1 Routine Dental Treatment

Cover for dental treatment needed to secure and maintain oral health.

- i. We will pay the amount policyholders pay to a member of the General Dental Council, up to a maximum in any one benefit year, within the premium level shown in the Benefit Table.
- ii. To process the claim, we require an original, dated receipt from the practitioner.

We Cover	We do not cover
a) dental treatment and dental check-ups b) hygienist fees c) braces provided by a dentist d) investigative dental x-rays, and laboratory fees deriving from dental treatment e) the cost of anaesthetic for dental treatment f) the cost of dentures and repairs to dentures	a) tooth whitening or cosmetic dentistry, b) premiums under a dental-care contract c) non-prescribed items or consumables such as toothpaste and toothbrushes d) charges for missed appointments

10.2 Dental Accidents and Injury

Cover for permanent dental treatment required as a result of an accident or injury. The member can only claim this benefit if there has been an emergency appointment within 72 hours of the accident or injury.

- i. We will pay the amount shown in the benefit table to a member of the General Dental Council or Specialist Consultant, up to a maximum in any one benefit year, within the premium level as shown in the Benefit Table
- ii. To process the claim, we require an original, dated receipt from the practitioner
- iii. Medicash require the following information in order to process the claim. The members must provide from the dentist;
 - 1. date of the accident
 - 2. full report of the incident and all dental injuries sustained
 - 3. the treatment plan (Medicash do not cover treatment that is not established clinical practice or drugs that are not licensed within the UK)
 - 4. the date of the treatment or details of when the episode of treatment will start and finish
 - 5. the name of the Consultant Oral/Maxillo-Facial Surgeon responsible for the treatment (if applicable)
 - 6. detailed treatment costs

Dental accident and injuries cover is limited to the treatment described in the treatment plan.

- iv. Medicash may ask for extra evidence to show how the injury was sustained, evidence that the injury is not as result of chronic periodontal disease, and if the injuries result from sporting activities that the appropriate mouth guards were worn.

We Cover	We do not cover
<ul style="list-style-type: none"> a) dental treatment relating to an accident or injury b) investigative dental x-rays, and laboratory fees relating to the dental treatment c) the cost of anaesthetic for dental treatment d) the cost of dentures and repairs to dentures resulting from the accident or injury e) replacement veneers, implants, dentures and orthodontics resulting from the accident or injury 	<ul style="list-style-type: none"> a) injuries that existed before or when you took out the plan b) treatment for accidents and injuries sustained whilst partaking, training for or coaching in any sport, when the appropriate mouth guards were not worn c) treatment relating to periodontal disease d) fees charged for preparing reports e) charges for missed appointments f) injuries that are self inflicted

10.3 Dental Emergencies

Cover for when immediate treatment is needed to relieve acute pain, swelling as a result of an infection and dental haemorrhaging.

- i. We will pay the amount shown in the benefit table to a member of the General Dental Council or Specialist Consultant, up to a maximum in any one benefit year, within the premium level as shown in the Benefit Table.
- ii. To process the claim, we require an original, dated receipt from the practitioner
- iii. Dental emergency treatment is limited to treatment that's needed immediately to relieve pain or to prevent a dental problem worsening. Any treatment needed after the emergency is covered by the Routine Dental Treatment or Dental Accidents and Injury parts of this Dental Plan.

We Cover	We do not cover
a) dental treatment urgently needed to relieve severe acute pain, trauma, inability to eat, swelling due to infection, dental haemorrhaging and conditions affecting your general health b) charges for out of hour appointments c) anaesthetic fees for dental treatment	a) treatment relating to periodontal emergencies b) treatment as a result of an accident, where cover is provided under the Dental Accidents and Injuries part of this Plan c) injuries that are self inflicted

10.4 Oral cancer

We will pay the maximum amount within your chosen premium level as shown in the Benefit Table, upon diagnosis for oral cancer.

- i. A diagnosis of cancer includes lips, tongue, major salivary glands, gums, mouth, pharynx, or oral cavity from lips to pharynx. Diagnosis must be supported by Specialist Consultant's letter and histology.

You must be under the care of a Specialist Consultant practicing in the UK.

- ii. You must tell Medicash about an oral cancer claim within 28 days of diagnosis.
- iii. This benefit is payable only once in a lifetime.

We cover	We do not cover
a) oral cancer	a) oral cancer claims made within the first 12 months of taking out the plan b) claims where you have a previous medical history of oral cancer or have been referred by your dentist or GP for diagnostic tests for oral cancer before taking out the plan.

10.5 Worldwide Cover

We offer worldwide cover for Emergency, and Accident and Injury Treatments, during overseas visits provided they are intended to last more than 28 days.

We cover	We do not cover
a) Accident and Injury treatment b) Emergency treatment	a) Routine dental treatment b) treatment for Oral cancer

Your Medicash Healthcare Plan

This insurance is provided by Medicash Health Benefits Limited, Merchants Court, 2-12 Lord Street, Liverpool L2 1TS. A company limited by guarantee, registered in England (number: 258025)

Medicash Health Benefits Limited is authorised and regulated by the Financial Services Authority. Details of registration can be found at www.fsa.gov.uk or by calling FSA on 0845 606 1234.

Medicash is covered by the Financial Services Compensation Scheme and the Financial Ombudsman Service.



Merchants Court, 2-12 Lord Street,
Liverpool L2 1TS.
Tel: 0151 702 0265 Fax: 0151 702 0250
E-mail: claims@medicash.org
Website: www.medicash.org

All Medicash telephone numbers are available from Monday to Thursday, 08.45 – 17:00 and Friday, 08.45 – 16:00 (except on public holidays). Telephone calls may be recorded or monitored for training purposes.

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