

# Vhi DeCare Dental

## Rules - Terms and Conditions



Applicable to new registrations or renewals on/or after 1st December 2008

Please read and retain for future reference. Subsequent rules changes will be communicated to you at your renewal date.

## DeCare<sup>SM</sup>

Dental Insurance Ireland, Ltd

DeCare Dental Insurance Ireland, Ltd., is a registered dental insurance underwriter and administrator, regulated by the Financial Regulator. Registration #383762

### Policy Rules

Vhi DeCare Dental is a dental insurance product designed to assist with your dental expenditure.

The policyholder named in your policy cover document has applied to DeCare Dental Insurance Ireland Limited (hereinafter known as we, us or our), for the benefits described in the policy for and on behalf of any insured person described in the policy cover document and has paid or agreed to pay the appropriate premium for the level of cover selected.

This booklet along with your Table of Benefits describes the benefits that are available, but the cover that will be provided is that specified in your policy cover document issued to the policyholder which attaches to and forms part of this policy. Any benefit not specified in the policy cover document does not apply.

Before undertaking any dental treatment, you should carefully read the relevant section of this booklet and your Table of Benefits, as these will contain specific exclusions where cover is not provided. There are also general exclusions listed in section 8 of this booklet where cover is also not provided.

You should be aware that although your dentist may recommend a particular course of treatment that is dentally necessary, it does not mean that the treatment is a covered benefit under the policy. It is important, therefore, that before you undertake any treatment you carefully consider the exclusions and general exclusions and contact us if you are in any doubt as to whether it is a covered benefit under the policy.

This insurance is effected in Ireland and subject to the laws of Ireland. Premium payments are valid when made in euro to Vhi DeCare Dental either directly or by direct debit.

This insurance is effective only after the applicant has been accepted for cover by us and becomes and remains insured in accordance with the limits, notes, terms, provisions, conditions and exclusions laid down in this rules booklet or endorsed on the policy cover document and outlined in your Table of Benefits.

DeCare Dental Insurance Ireland Limited provides the benefits described in this booklet and your Table of Benefits during the period of insurance subject to the limits of the cover and all other notes, terms, conditions and exclusions contained in this booklet.

While Vhi Healthcare sells and collects premium for this product, DeCare Dental Insurance Ireland Limited underwrites and performs all claims processing work for the benefits described in this booklet.

Signed for and on behalf of DeCare Dental Insurance Ireland Limited.

A handwritten signature in black ink, appearing to read "Michael Walsh", with a horizontal line underneath it.

Michael Walsh, President and CEO DeCare Dental Insurance Ireland Limited.

# 1) Meaning of words

When the following words and phrases appear in this booklet (and in the policy cover document attaching to and forming part of the policy) they will always have the meanings defined below.

<b>Annual renewal enrolment</b>	Takes place annually during the month prior to the policy's anniversary date. During this time you may make changes to the level of cover.
<b>Basic treatment</b>	Means the basic restoration treatment set out in this booklet and your Table of Benefits, subject to the exclusions and limitations.
<b>Claim</b>	Means a completed claim form and relevant invoices, bills or itemised statements for completed dental services provided to an insured person submitted to us for payment.
<b>Clinical record</b>	Is the contemporaneous record kept by a dentist that contains the date, diagnosis, and treatment notes of every time you have attended the dentist with full details of all treatment. It should also contain clinical findings, as the treatment proceeds, and all x-rays and reports of x-rays that are relevant to the treatment that was carried out.
<b>Co-payment</b>	Means the fixed percentage we pay for covered services received.
<b>Dentist</b>	Means a dental practitioner with a current full registration with the Dental Council of Ireland, or the General Dental Council of the United Kingdom or other competent authority who holds a primary dental qualification. A dentist is community based and provides dental care.
<b>Denture services</b>	Means the removable prosthetic service for an insured person age 16 or older for the replacement of extracted (removed) permanent teeth, as set out in this booklet and your Table of Benefits, subject to the limitations and exclusions listed.
<b>Dependant</b>	Means the policyholder's spouse, common-law partner and children under 25 years of age on the application date or last renewal date and who are financially dependent on the policyholder for support.
<b>Emergency treatment</b>	Means services received from a dentist either within Ireland or outside of Ireland, for the immediate relief of pain caused by a natural tooth being lost, damaged or infected.
<b>Insured person</b>	Is any individual named in the policy cover document.
<b>Investigative and preventative treatment</b>	Means the investigative and preventative treatments set out in this booklet and your Table of Benefits, subject to the exclusions and limitations listed.
<b>Major treatment</b>	Means the major restorative treatments set out in this booklet and your Table of Benefits, subject to the exclusions and limitations listed.
<b>Maximum amount payable</b>	Means the maximum amount payable by us for covered services provided and completed by a dentist. The maximum amount payable will be the lesser of the amount stated in the table of allowance (if any) or the submitted charge provided, however, we reserve the right to limit payment to what we deem to be usual, reasonable and customary costs for the service provided. The maximum amount payable is determined prior to the application of any co-payment specified in the policy.
<b>Maximum benefit</b>	Means the amount that we pay during any one insurance period for each insured person subject to the cover percentages identified on your Table of Benefits. Maximum benefits may not be carried over to future insurance periods.
<b>Member</b>	You and anyone who is named as an insured person on your policy cover document.
<b>Period of insurance</b>	Means the period specified in your policy cover document for which the appropriate premium has been paid and for which the maximum benefits apply.
<b>Policy</b>	Means the contract of insurance between the policyholder and DeCare Dental Insurance Ireland Limited. The policy consists of the application form completed when joining, the policy cover document, Table of Benefits, and the terms and conditions outlined in this booklet.
<b>Policy cover document</b>	Is the statement that is sent to the policyholder, which states the premium, effective date of the policy, level of cover and list of insured persons. Refer to your policy cover document to determine which summary of dental benefit section applies to you.

<b>Policyholder</b>	Means the individual, company, corporation, organisation or employer, who has met the eligibility requirements as established by us and stated within this booklet, who subscribes to this policy on behalf of each insured person and pays or undertakes to pay the appropriate premium.
<b>Policy excess</b>	Means a fixed amount that the insured person must pay before we pay for covered services provided.
<b>Renewal date</b>	Is the renewal date shown on your most recent policy cover document. The renewal date means the commencement date of your policy or any anniversary of that date.
<b>Table of allowances</b>	Means a schedule of fixed maximum euro amounts established by us for covered services rendered by a dentist. We reserve the right to limit payment to what we deem to be usual, reasonable and customary costs for the area where the services were incurred. The table of allowances may be amended by us from time to time, subject to the provisions of General Exclusion 22.
<b>Waiting period</b>	Means the period of time between the date of commencement of your policy and the date that you may begin receiving dental benefits for covered services under this policy.
<b>We, us, our</b>	Means DeCare Dental Insurance Ireland Limited.
<b>You, your, yourself, he/she, his/her</b>	Means the policyholder or an insured person.

## 2) Description of covered procedures

### Benefits

Benefit frequency limitations stated in this booklet begin on the date that the treatment is first received and are then calculated on a rolling time period thereafter. For example, if you receive your first examination in June you may then have your second examination any time within the next 12 month period. Your benefit entitlement of 2 examinations per 12 month period will then refresh 12 months after your first examination in June. The frequency limitation timeframes are not determined according to your period of insurance.

We cover the following dental procedures when they are performed by a dentist and when necessary and customary as determined by the standards of generally accepted dental practice. We will not cover any cost which is unnecessary or which is in excess of the usual, reasonable and customary charges for the area where the expense was incurred.

We do not determine whether a service submitted for payment under the policy is a dental procedure that is dentally necessary to treat a specific condition or restore dentition for an individual. We evaluate dental procedures submitted to determine if the procedure is a covered benefit under your dental policy. Your dental policy includes a preset schedule of dental services that are eligible for benefit by us. Other dental services may be recommended or prescribed by your dentist, which are dentally necessary, offer you an enhanced cosmetic appearance, or are more frequent than covered by us. While these services may be prescribed by your dentist and are dentally necessary for you, it may not be a dental service that is benefited by us or they may be a service where we provide a payment allowance for a service that is considered to be optional treatment. If we give you a payment allowance for optional treatment that is covered, you may apply that payment to the service prescribed by your dentist, which you elected to receive. Services that are not covered by us or exceed the frequency of the policy benefits do not imply that the service is or is not dentally necessary to treat your specific dental condition. You are responsible for dental services that are not covered or benefited by us. Determination of services necessary to meet your individual dental needs is between you and your dentist.

Only those services listed are covered. Maximum benefits are listed in your Table of Benefits. Services covered are subject to the limitations within the benefits, exclusions and limitations sections described in this booklet and your Table of Benefits. Subject to the General Conditions 22 and 23, we reserve the right to change benefits and/or the coverage rates during the period of insurance by giving thirty (30) days written notice.

## 3) Waiting periods

Please refer to your Table of Benefits to determine if any waiting periods apply to your policy.

If you were covered under a prior Vhi DeCare Dental policy before this policy without a break in coverage, then the term of that previous policy shall be taken into account when calculating whether a waiting period has been met. For the avoidance of doubt, if there has been a break in coverage, the waiting period shall be deemed to have commenced at the start of this policy.

## 4) Investigative and preventative treatment

The following investigative and preventative treatments are covered as per the benefits listed in your Table of Benefits, subject to the exclusions and limitations listed.

- Examination
- Radiographs (x-rays):
  - Bitewings
  - Full mouth (complete series) or panoramic
  - Periapical(s)
  - Occlusal
- Dental Cleaning (Scaling and Polishing)  
Scaling and polishing is a procedure to remove plaque, tartar (calculus), and stain from teeth.

Exclusions - cover is NOT provided for:

- Oral hygiene instruction and fluoride treatment.

## 5) Basic treatment

The following basic restorative treatments are covered as per the benefits listed in your Table of Benefits, subject to the exclusions and limitations listed.

### Restorations (Fillings)

Cover for treatment to restore decayed or fractured permanent or primary teeth.

- Amalgam restorations (Silver fillings)
- Composite resin restorations (white fillings) for anterior (front) and posterior (back) teeth

Limitation - cover for posterior composites (back tooth) is limited to the same surfaces and allowances for amalgam (silver filling). The patient must pay the difference in cost between the maximum amount payable for the covered benefit and the optional treatment, plus any co-payment balance for the covered benefit.

### Other basic services

- Pre-fabricated or stainless steel crown.
- Sealants.
- Space maintainers.

Exclusions - cover is NOT provided for:

- Intravenous conscious sedation, general anaesthesia, analgesic agents and nitrous oxide.
- Case presentations, office visits and consultations.
- Mouth guards.
- Services or supplies that have the primary purpose of improving the appearance of your teeth. This includes but is not limited to enamel microabrasion, tooth whitening agents, tooth bonding and veneer covering of the teeth.
- Placement or removal of sedative filling, base or liner used under a restoration.
- Restorative cast post and core build-up, including pins and posts.
- Repair or replacement of lost/broken/stolen appliances.

### Periodontal treatment

Basic non-surgical periodontal care - treatment of diseases of the gingival (gums) and bone supporting the teeth.

- Periodontal scaling and root planing.
- Full mouth debridement.
- Periodontal maintenance.

Periodontal maintenance is a procedure that includes removal of bacteria from the gum pocket areas, scaling and polishing of the teeth, periodontal evaluation and gum pocket measurements for patients who have completed periodontal treatment.

Exclusions – cover is NOT provided for:

- Complex surgical periodontal services, including gingivectomy, gingivoplasty, gingival curettage, gingival flap, apically positioned flap, mucogingival surgery and osseous surgery.
- Procedures designed to enable prosthetic or restorative services to be performed such as crown lengthening.

- Bacteriologic tests for determination of periodontal disease or pathologic agents.
- Controlled release of therapeutic agents or biologic modifiers used to aid in soft tissue and osseous tissue regeneration.
- Provisional splinting, temporary procedures or interim stabilisation of teeth.
- Intravenous conscious sedation, general anaesthesia, analgesic agents and nitrous oxide.

### **Tooth extractions**

Simple tooth extractions - the removal of coronal remnants (retained pieces of the crown portion of the tooth) on primary teeth and the extraction of erupted tooth or exposed tooth.

Exclusions – cover is NOT provided for:

- Intravenous conscious sedation, general anaesthesia, analgesic agents and nitrous oxide.
- Services or supplies that are medical in nature, including dental oral surgery services performed in a hospital.
- Any artificial material implanted or grafted into or onto bone or soft tissue, including implant procedures and associated fixtures, or surgical removal of implants.
- Any oral surgery, including the surgical extractions, surgical exposure of an impacted or unerupted tooth, surgical repositioning of teeth, surgical removal of an impacted tooth or the surgical removal of residual roots, alveolectomy, alveoloplasty, and vestibuloplasty.
- In-patient or out-patient hospital expenses.
- Cytology sample collection – collection of oral cytology sample via scraping of the oral mucosa.
- Services for temporomandibular joint disorder (TMJ).

### **Emergency treatment**

Emergency treatment for the immediate, temporary relief of pain or infection and is the only covered dental service that may be performed by a dentist either within Ireland or outside of Ireland.

If you are outside of Ireland and need emergency treatment for the immediate, temporary relief of pain or infection, and want assistance in locating a dentist, you may contact **Europ Assistance by dialling 01 444 475 501 (if calling from the United Kingdom) or dialling 0044 144 444 2457 (if calling from all other countries).**

## **6) Major treatment**

Coverage for bridges and implant supported crowns is only available for Corporate and Flex policy holders.

The following major restorative treatments are covered as per the benefits listed in your Table of Benefits, subject to the exclusions and limitations.

### **Endodontic therapy on primary teeth:**

- Pulpal therapy.
- Therapeutic pulpotomy.

### **Endodontic therapy on permanent teeth:**

- Root canal therapy.

Exclusions – cover is NOT provided for:

- Re-treatment or additional treatment necessary to correct or relieve the results of treatment previously paid under the policy.
- Removal of pulpal debridement, pulp cap, post, pin(s), resorbable or non-resorbable filling material(s) and the procedures used to prepare and place material(s) in the canals (root).
- Root canal obstruction, internal root repair of perforation defects, incomplete endodontic treatment and bleaching of discoloured teeth.
- Intentional reimplantation, apicoectomy, root amputation, apexification, retrograde filling and hemisection.

### **Prosthetic services (Dentures, Bridges and Implant Supported Crowns)**

- Reline and rebase:
  - When the prosthetic appliance (denture or bridge) is the permanent prosthetic appliance; and
  - Only after 6 months following initial placement of the prosthetic appliance (denture or bridge).
- Repairs, replacement of broken artificial teeth, replacement of broken clasp(s):
  - When the prosthetic appliance (denture or bridge) is the permanent prosthetic appliance; and
  - Only after 6 months following initial placement of the prosthetic appliance (denture or bridge).
- Denture adjustments:
  - When the denture is the permanent prosthetic appliance; and
  - Only after 6 months following initial placement of the denture.

- Bridge adjustments:
  - When the bridge is the permanent prosthetic appliance; and
  - Only after 6 months following initial placement of the bridge.
- Removable prosthetic services (Dentures):
  - For insured persons age 16 or older;
  - For the replacement of extracted (removed) permanent teeth;
  - If 5 years have elapsed since the last benefited removable prosthetic appliance (denture) and the existing appliance needs replacement because it cannot be repaired or adjusted.

Removable prosthetic services limitation: If the existing removable denture is plastic and the replacement removable denture is metal, the insured person must pay the difference in cost between the dentist's fees for the covered plastic denture and the optional metal denture, plus any co-payment for the covered service.

- Fixed prosthetic services (Bridge):
  - For insured persons age 16 or older;
  - For the replacement of extracted (removed) permanent teeth;
  - If no more than 3 teeth are missing in the same arch;
  - A natural, healthy sound tooth is present to serve as the anterior and posterior retainer;
  - No other missing teeth in the same arch have been replaced with a removable partial denture;
  - If none of the individual units of the bridge has been benefited previously as a crown or cast restoration in the last 5 years;
  - If 5 years have elapsed since the last benefited fixed prosthetic appliance (bridge) and the existing appliance needs replacement because it cannot be repaired or adjusted.
- Fixed prosthetic services (Implant Supported Crown):
  - For insured persons age 16 or older;
  - For the replacement of extracted (removed) permanent teeth;
  - No other missing teeth in the same arch have been replaced with a removable partial denture;
  - If the tooth in question has not benefited previously as a crown or cast restoration in the last 5 years;
  - If 5 years have elapsed since the last benefited fixed prosthetic appliance (implant supported crown) and the existing implant crown needs replacement because it cannot be repaired or adjusted.

Implant supported fixed and removable prosthetic services (crowns, bridges, partials and dentures) - A restoration that is retained, supported and stabilized by an implant. Implants and related services are not covered.

Limitation: If there are multiple missing teeth, a removable denture may be the benefit since it would be the least costly, commonly performed course of treatment.

Limitation: This procedure receives an optional benefit equal to the least expensive professionally acceptable treatment. The additional fee is the insured person's responsibility. For example: a single crown to restore one open space will be given the benefit of a fixed partial denture pontic (one unit). The optional benefit is subject to all contract limitations on the benefited service.

Exclusions – cover is NOT provided for:

- The replacement of an existing denture with a bridge or implant supported crown.
- Initial installation of full or partial dentures, fixed bridgework or an implant supported crown to replace a tooth (teeth), which was extracted prior to becoming an insured person under this policy.
- Replacement of congenitally missing teeth.
- Interim removable or fixed prosthetic appliances (dentures, partials, bridges or implant supported crowns).
- Paediatric removable or fixed prosthetic appliances (dentures, partials or bridges).
- Additional, elective or enhanced prosthodontic procedures including but not limited to connector bar(s), stress breakers, and precision attachments.
- Procedures designed to enable prosthetic or restorative services to be performed such as a crown lengthening.
- Procedures designed to alter, restore or maintain occlusion, including but not limited to: increasing vertical dimension, replacing or stabilising tooth structure lost by attrition, realignment of teeth, periodontal splinting and gnathologic recordings.
- Services or supplies that have the primary purpose of improving the appearance of your teeth.
- Placement or removal of sedative filling, base or liner used under a restoration.
- Restorative cast post and core build-up, including pins and posts.
- Any artificial material implanted or grafted into or onto bone or soft tissue, including implant procedures and associated fixtures, or surgical removal of implants.
- The difference in cost between a more expensive treatment where, in our view there is a less costly, professionally acceptable treatment available.

## **Crowns, inlays and onlays**

Services performed to restore lost tooth structure as a result of decay or fracture.

Permanent Crowns are covered:

1. If the tooth has decay or fracture and there has been loss of tooth structure to such an extent that the tooth cannot be restored by an amalgam or composite restoration (filling).
  2. If the tooth has been root canal treated.
- Crown repair.

**Gold foil restorations** - receive an amalgam (silver filling) benefit equal to the same number of surfaces and allowances. The patient must pay the difference in cost between the maximum amount payable for the covered benefit and the optional treatment, plus any co-payment balance for the covered benefit.

**Inlays/Onlays** - The inlay and onlay benefit is equal to an amalgam (silver) restoration for the same number of surfaces.

Limitation - If an inlay is performed to restore a posterior (back) tooth with a metal, porcelain, or any composite (white) based resin material, the patient must pay the difference in cost between the maximum amount payable for the covered benefit and optional treatment, plus any co-payment balance for the covered benefit.

Exclusions – cover is NOT provided for:

- Procedures designed to enable prosthetic or restorative services to be performed such as a crown lengthening.
- Procedures designed to alter, restore or maintain occlusion, including but not limited to: increasing vertical dimension, replacing or stabilising tooth structure lost by attrition, erosion, realignment of teeth, periodontal splinting and gnathologic recordings.
- Services or supplies that have the primary purpose of improving the appearance of your teeth. This includes but is not limited to tooth whitening agents or tooth bonding and veneer covering of the teeth.
- Placement or removal of sedative filling, base or liner used under a restoration.
- Restorative cast post and core or core build-up, including pins and posts.
- Canal preparation and fitting of preformed dowel and post.
- Temporary, provisional or interim crown.
- Occlusal procedures, including occlusal guard and adjustments.
- Permanent crowns, inlays or onlays when the tooth does not have decay or fracture, or the tooth has not been endodontically treated.

## **7) Orthodontics**

Coverage for orthodontics is only available for Corporate and Flex policy holders.

The following orthodontic treatment plans are covered when necessary for the prevention and correction of malocclusion of teeth and associated dental and facial disharmonies and are subject to the limitations and exclusions of this policy.

**Limited treatment** - Treatments which are not full treatment cases and are usually done for minor tooth movement.

**Interceptive treatment (phase 1)** - A limited treatment phase used to prevent or assist in the severity of future treatment.

**Comprehensive (complete) treatment** - Full treatment includes all records, appliances and visits.

**Removable appliance therapy** - An appliance that is removable and not cemented or bonded to the teeth.

**Fixed appliance therapy** - A component that is cemented or bonded to the teeth.

Limitations:

- Treatment in progress (appliances placed prior to eligibility under this policy) is benefited on a prorated basis after any applicable waiting periods have been met.
- Benefit is issued only when the appliance has been fitted (benefit will not be issued before the placement of the brace).

Exclusions – cover is NOT provided for:

- Separate services billed when they are an inherent component of treatment including but not limited to consultations, x-rays and study models.
- Monthly treatment visits that are inclusive of treatment cost.
- Repair or replacement of lost/broken/stolen appliances.
- Orthodontic retention/retainer as a separate service.
- Re-treatment or additional treatment necessary to correct or relieve the results of treatment previously paid under the policy.
- In-patient or out-patient hospital expenses.
- Provisional splinting, temporary procedures or interim stabilisation of teeth.

## 8) General exclusions

Cover is NOT provided for:

- a) Dental services or health care services not specifically covered under your policy. This includes hospital charges, prescription drug charges and services of anaesthetists. It also includes services or supplies that are medical in nature including dental oral surgery services, performed in a hospital.
- b) Any oral surgery, including the surgical extractions, surgical exposure of an impacted or unerupted tooth, surgical repositioning of teeth, surgical removal of an impacted tooth or the surgical removal of residual roots, alveolectomy, alveoloplasty, and vestibuloplasty.
- c) In-patient or out-patient hospital expenses.
- d) New, experimental or investigational dental techniques or services will not be covered until there is, to our satisfaction, an established scientific basis for recommendation.
- e) Dental services performed for cosmetic purposes. Dental services are subject to post-payment review of dental records. We reserve the right to collect any payment and the insured person is responsible for the full charge.
- f) Services or supplies that have the primary purpose of improving the appearance of your teeth. This includes but is not limited to enamel microabrasion, tooth whitening agents, tooth bonding and veneer covering of the teeth.
- g) Dental services completed prior to the date the insured person became eligible for cover.
- h) Intravenous conscious sedation, general anaesthesia, analgesic agents and nitrous oxide.
- i) Dental services performed other than by a dentist, or his/her employees.
- j) Dental services performed by a dentist outside of Ireland except for emergency treatment for the immediate relief of pain.
- k) Dental services, appliances or restorations that are necessary to alter, restore or maintain occlusion, including but not limited to: increasing vertical dimension, replacing or stabilising tooth structure lost by attrition or erosion, realignment of teeth, periodontal splinting and gnathologic recordings.
- l) Artificial material implanted or grafted into or onto bone or soft tissue, including implant services and associated fixtures, or surgical removal of implants.
- m) Orthodontic treatment services, except as described in this booklet and your Table of Benefits as a covered dental service.
- n) Repair or replacement of lost/broken/stolen appliances.
- o) Case presentations, office visits, study models and consultations.
- p) Incomplete, interim or temporary services.
- q) Corrections of congenital conditions.
- r) Mouth guards.
- s) Re-treatment or additional treatment necessary to correct or relieve the results of treatment previously benefited under the policy.
- t) Procedures designed to enable prosthetic or restorative services to be performed such as a crown lengthening.
- u) Bacteriologic tests and cytology sample collection.
- v) Separate services billed when they are an inherent component of a dental service where the benefit is reimbursed at an allowed amount.
- w) Paediatric removable or fixed prosthetic appliances (dentures, partials or bridges).
- x) Interim or temporary removable or fixed prosthetic appliances (dentures, partials or bridges).
- y) Services for the replacement of an existing partial denture with a bridge or implant supported crown.
- z) Additional, elective or enhanced prosthodontic procedures including but not limited to, connector bar(s), stress breakers and precision attachments.
- aa) Provisional splinting, temporary procedures or interim stabilisation.
- bb) Controlled release of therapeutic agents or biologic modifiers used to aid in soft tissue and osseous tissue regeneration.
- cc) Placement or removal of sedative filling, base or liner used under a restoration.
- dd) Oral hygiene instruction and fluoride treatment.
- ee) Restorative cast post and core or core build-up, including pins and posts.
- ff) Occlusal procedures, including occlusal guards, occlusal adjustments, odontoplasty and enamoplasty.
- gg) Services for temporomandibular joint disorder (TMJ).
- hh) Complex surgical periodontal services, including gingivectomy, gingivoplasty, gingival curettage, gingival flap, apically positioned flap, mucogingival surgery and osseous surgery.

- ii) Initial installation of full or partial dentures, fixed bridgework or an implant supported crown to replace a tooth (teeth) which was extracted prior to becoming an insured person under this policy.
- jj) Permanent crowns, inlays or onlays when the tooth does not have decay or fracture or the tooth has not been root canal treated.
- kk) Any cost which is unnecessary or which is in excess of the usual, reasonable and customary charges for the area where the expense was incurred.

## 9) Membership

### Qualifying event changes

Your level of cover and insured persons listed on your policy cover document are intended to remain the same for the entire period of insurance. The insured person is liable for any claims incurred after their cover has ceased for any reason. However, during the period of insurance, you will be allowed to add or delete your spouse or dependants from your policy. If you add dependants to your policy, their 3 month or 18 month waiting period (if applicable) will begin when the dependant becomes enrolled.

### Annual renewal

The annual renewal of your policy will take place annually during the month prior to the policy's renewal date. For policies paid directly by your employer or policies where premium is deducted from your salary, which is facilitated through your employer, your first period of insurance is determined based upon the date your employer subscribed for coverage for you and the renewal date for that coverage will be the renewal date of your employer's policy.

### Termination of cover

Your cover and that of your eligible dependants will cease on the earliest of the following dates:

- a) On the date listed on any cancellation notice confirming your policy is terminated or cancelled.
- b) On the date you fail to pay the required policy payments.
- c) (1) You cease to be eligible; (2) Your dependant is no longer eligible as a dependant under the policy.

The policy may be cancelled by the policy holder on the anniversary date of the policy or in accordance with clause 22 of the general conditions, on the change by us of any of the terms and conditions set out in this rules booklet and your Table of Benefits. The policy may be cancelled by us at any time if the policy holder fails to make the required premium payments or to comply with the terms of the policy.

If a policyholder terminates cover, he/she will be allowed to enrol at a later date subject to the "waiting periods" (if applicable in your Table of Benefits).

We reserve the right to terminate the policy, in whole or in part, at any time. Termination of the policy will result in loss of benefits for all insured persons. If the policy is terminated, the rights of the insured persons are limited to expenses in respect of covered services incurred before termination.

## 10) Claims Processing

### Dentists

Under this policy, you are free to go to the dentist of your choice in Ireland.

The relationship between you and the dentist you select to provide your dental services is strictly that of dentist and patient. We cannot and do not make any representations as to the quality of treatment outcomes of individual dentists, nor recommend that a particular dentist be consulted for professional care.

Dentists are not agents of DeCare Dental and you should at all times satisfy yourself that the treatment proposed by your dentist is covered by your policy. You can ensure that a particular procedure is covered by your policy by calling **Vhi DeCare Dental's Claims Department at (094) 937 2277**.

### Making a claim

The claim form can be found on the [www.vhi.ie](http://www.vhi.ie) or by contacting Vhi DeCare Dental on **CallSave 1850 44 44 44**.

You must fully complete, sign and submit a claim form to us so that we can assess your claim.

**You should not submit a claim form until the covered dental procedure has been completed. If you have a question on a particular course of treatment and coverage please call (094) 937 2277. While your dentist may assist you in completing the claim form, you are responsible for ensuring that the details in your claim form are accurate and correct.**

All claims must be submitted within 6 months of the date on which the covered dental service was completed. An assessment of your claim will be made within 30 working days of receipt of your claim form. You will receive written notification of the benefit assessment and any applicable payment.

In order to assess your claim, we may request from you or your dentist the clinical record, together with any x-rays and receipts and any other documentation or information that we deem necessary to process the claim properly. If we request this documentation or information from you and you do not provide it to us or if you provide us with incomplete documentation or information, we will not be able to assess your claim and it will not be paid. We may extend the 30 working day period for assessing the claim if we need to obtain further documentation or information from you.

Clinical records including x-rays must be of an acceptable professional standard. Notes and notations must be clearly legible and x-rays must be readable. Failure to provide clinical records and x-rays of an acceptable professional standard may result in delays or denial of payment of dental benefit.

Any documentation provided by you to us will be held and used in accordance with the Data Protection Acts, 1988 and 2003.

In order for us to properly assess a claim, we reserve the right to require you to attend for an examination with a dentist retained by us.

### **Appeals**

If we decline your claim, you may appeal by writing to Vhi DeCare Dental, Claims Manager, IDA Business Park, Claremorris, Co Mayo, Ireland and setting out clearly the reasons why the claim should be paid. Any appeal should be received by us no later than 30 working days from the date of the benefit assessment, otherwise your appeal will not be considered.

You should enclose all relevant documentation with your letter. We will review your appeal within 20 working days of receipt of it. Documentation may include copies of clinical records, x-rays or anything which you feel may support your claim or which we have specifically requested from you.

At appeal stage, your entire case history will be reviewed once again considering all relevant information. If, after reviewing your appeal, we are of the view that the treatment is a covered benefit under the policy, we will arrange for payment to be made to you. If we are still of the view that the claim should not be paid, you may request that you attend for a dental examination by an independent dentist nominated by us. We and you agree that we will take into account the independent dentist's clinical assessment. However, we will make the final benefit decision based on the terms and conditions of your policy. Should you not be satisfied with the outcome of this internal appeals procedure, you are entitled to use the services of the Financial Services Ombudsman, 3rd Floor Lincoln House, Lincoln Place, Dublin 2, Ireland. LoCall: 1890 88 20 90.

### **Claim payments**

Payments are made by us only when the covered dental procedures have been completed and you have submitted a properly completed claim form. We may require additional information from you or your dentist before a claim can be considered complete and ready for processing. Duplicate claims previously processed will be denied.

Any benefits payable are not assignable by any insured person or any eligible dependant of any insured person.

Claim payments are based on the amount charged by the dentist or the maximum amount payable, whichever is less. We reserve the right to limit claim payment to what we deem to be usual, reasonable and customary costs. Claim payments are normally sent directly to you. However, we reserve the right to assign benefits to the dentist. The insured person is responsible for all treatment charges made by the dentist.

### **Optional treatment plans**

In all cases in which there are alternative treatment plans carrying different costs, the decision as to which course of treatment to be followed is solely that of the insured person and the dentist; however, the benefits payable hereunder are made only for the applicable percentage of the least costly, commonly performed course of treatment, with the balance of the treatment cost remaining the payment responsibility of the insured person.

### **Post payment review**

Dental services are evaluated after treatment is rendered for accuracy of payment, benefit cover and potential fraud or abuse. This may include review of dental records. Any payments we have made for dental services completed solely for cosmetic purposes or payments for services not performed as billed, are subject to recovery by us.

### **Complaints procedure**

We strive to provide first class service at all times, however, in the event of any complaint regarding the standard of services received under this policy, the following procedure is available to resolve the situation:

In the first instance the policyholder should write to the Customer Services Manager at:

Vhi DeCare Dental  
IDA Business Park  
Claremorris  
Co Mayo  
Ireland

If dissatisfied you are entitled to use the services of the

Financial Services Ombudsman  
3rd Floor  
Lincoln House  
Lincoln Place  
Dublin 2  
Ireland  
LoCall: 1890 88 20 90

Alternatively the policyholder may contact:

Information Services  
Irish Insurance Federation  
39 Molesworth Street  
Dublin 2  
Ireland  
Tel: 01 676 1820

This service can advise on how to proceed further and may help in resolving the problem. Taking any of these options will not prejudice the policyholder's rights to legal proceedings.

## 11) General conditions

The following general conditions apply to all sections of this rules booklet.

1. The terms of your policy with us are in the following documents:
  - The Application Form you complete on joining
  - Your policy cover document
  - Table of Benefits
  - The terms and conditions outlined in this booklet
2. Your contract is governed by the laws of Ireland.
3. The policyholder must be 18 years of age or over on the commencement date of the policy.
4. A policy must have a minimum of one adult named as an insured person.
5. The policyholder must declare to us all facts which are likely to affect this insurance. Failure to do so may prejudice entitlement to claim. If uncertain as to whether a fact is material, the policyholder should declare it to us.
6. We must be immediately informed of any change in the information given on the application form, in particular relating to an insured person's address, the birth or adoption of a child, or any other change involving a policyholder's dependants.
7. The policyholder, when dealing with us, acts for all insured persons on the policy.
8. Your policy will last until your next renewal date. At the renewal date, you can renew your policy by paying the premium we request. We will tell you the amount of your premium before each renewal date. Your premium must be paid within 15 days after it becomes due. Otherwise, we will not pay any benefits and we may cancel your policy. In addition, to cover limitations mentioned elsewhere, we will not pay benefits for expenses which the policyholder is not liable for or for expenses which you are entitled to recover from a third party.
9. We will not disclose non-public personal financial or health information concerning persons covered under our dental benefit plans to non-affiliated third parties except as permitted by law or required to adjudicate claims submitted for dental services provided to persons covered under our dental benefit plans.
10. If you ask us to remove an insured person from your contract, we have the right to tell the insured person that he/she is no longer covered.
11. Your Vhi DeCare Dental contract with us is separate from any other contract you may have with Vhi Healthcare.
12. An insured person's full compliance with the terms and conditions of this policy is necessary before a claim will be paid.
13. An insured person will be required to reimburse to us, within one month of our request to do so, any costs or expenses we have paid out on an insured person's behalf which are not covered under the terms of this policy.
14. An insured person must give us written details of any claim as requested by us. An insured person must submit to examination at our expense as often as we require. An insured person must supply us with a written statement substantiating the claim, together with (at an insured person's own expense) all original invoices, certificates, information, evidence and receipts that we require.
15. If another insurance company or a state scheme pays part of an insured person's claim, an insured person must send us the original bill, which clearly shows the amount paid by the other insurer or scheme.
16. Please note that receipts will not be returned following assessment of your claim. Therefore, you may wish to retain copies prior to submission.

17. If an insured person is entitled to claim under another insurance contract with us for any costs, charges or fees for which you are insured under this contract, the combined payment made to you cannot exceed the actual amount of the expense which you incurred.
18. If any fraudulent claim is made or if any fraudulent means or devices are used to obtain any benefit under this insurance, this policy will become void and the premium paid will be forfeited. Any benefits so claimed and received must be repaid to us.
19. If you are only eligible for benefits because of your employment, all cover under this policy will cease on the date of termination of your employment.
20. This insurance is an annual contract subject to renewal for subsequent periods of insurance by mutual consent between the policyholder and us. We reserve the right to alter premiums, terms and conditions or to refuse to renew the contract for any period of insurance without any obligation to give a reason. If we elect to alter the premiums, terms and/or conditions or refuse to renew the contract, notice of such change will be given to you prior to the renewal date. Your premium may be automatically increased by the amount of any tax, levy, or other similar charge of any kind made or imposed on us by the government of Ireland or agency thereof. The amount of such additional charge shall be determined solely by us and shall be automatically added to the amount of your premium payments to be paid.
21. The policyholder may terminate this policy by giving us one month's notice in writing:
  - After a period of 6 months following first inception of this policy; or
  - Following any subsequent renewal.

The termination of the insurance will take effect one month following the date the notice is received or on the date specified in the notice, whichever is the later. If premium has been paid for any period beyond the date of termination of this insurance by the policyholder, then (subject to no claim having been submitted) a pro-rata refund of premium will be made equivalent to the unexpired portion of the Period of Insurance.
22. The policy holder may terminate this policy forthwith if he or she does not agree with any changes to the terms and conditions made by us during the course of a period of insurance. Any such termination by the policy holder will entitle the policy holder to a pro-rata refund of premium equivalent to the unexpired portion of the Period of Insurance.
23. If we offer renewal terms in writing, this policy will automatically renew for a further 12 months on those renewal terms unless the policyholder has advised us within 14 days in writing of their unwillingness to renew such terms.
24. We hold and use personal data and sensitive personal data such as medical information for the purposes of providing and administering dental insurance products. We are registered as a data controller with the Office of the Data Protection Commissioner in accordance with the Data Protection Acts, 1988 and 2003. In order to administer the dental insurance products which we provide, it is necessary for us to send your data outside of the EU, but such data will continue to be safe guarded in accordance with the standards and principles set out in the Data Protection Acts, 1988 and 2003. We may share your personal data with Vhi Healthcare for the purposes of providing and administering dental insurance products, research, statistical analysis and the detection and prevention of fraudulent claims. We may also share your personal data and sensitive personal data with your dentist insofar as it is relevant to the processing of your claim. We may share anonymised information with DeCare Dental Insurance Ireland Limited's subsidiaries for the purpose of efficient administration such as audit, systems development etc. We may share your personal data and sensitive personal data with our legal advisers and the appropriate authorities where necessary e.g. the Dental Council, An Garda Síochána in relation to personal data with the Revenue Commissioners. If you have a query in relation to the data held about you or you wish to request a copy of the data held by DeCare about you, please write to the Data Manager, Vhi DeCare Dental, IDA Business Park, Claremorris, Co. Mayo.
25. Subject to clause 22, we reserve the right to change benefits and/or premium rates during the period of insurance with a thirty (30) day written notice.

### **For claims and benefits queries**

DeCare Dental Insurance Ireland Limited,  
IDA Business Park,  
Claremorris, Co Mayo,  
Ireland.

Telephone number: (094) 937 2277







## Voluntary Health Insurance Board An Bord Árachais Sláinte Shaorálaigh

Postal Address: IDA Business Park, Purcellsinch,  
Dublin Road, Kilkenny.

Telephone Number: **CallSave 1850 44 44 44**  
Lines open: 8am – 8pm Monday – Friday  
9am – 3pm Saturday

Claims Helpline: (094) 937 2277

Website: [www.vhi.ie](http://www.vhi.ie)  
E-mail: [info@vhi.ie](mailto:info@vhi.ie)



<b>Dublin</b>	Vhi House, Lower Abbey Street, Dublin 1. Fax (01) 799 4091
<b>Cork</b>	Vhi House, 70 South Mall, Cork. Fax (021) 427 7901
<b>Dun Laoghaire</b>	35/36 Lower George's Street, Dun Laoghaire, Co. Dublin. Fax (01) 619 7456
<b>Galway</b>	Vhi House, 10 Eyre Square, Galway. Fax (091) 564 307
<b>Kilkenny</b>	IDA Business Park, Purcellsinch, Dublin Road, Kilkenny. Fax (056) 776 1741
<b>Limerick</b>	Gardner House, Charlotte Quay, Limerick. Fax (061) 310 361