

## DeCare Dental Rules - Terms and Conditions

Applicable to new registrations or renewals on/or after 1st April 2019.

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

This dental insurance product is underwritten by DeCare Dental Insurance Ireland DAC.

DeCare Dental Insurance Ireland DAC is a company incorporated in the Republic of Ireland with its registered office located at the IDA Business Park, Claremorris, Co. Mayo, Republic of Ireland.

The ultimate parent company of DeCare Dental Insurance Ireland DAC is WellPoint Inc., a company incorporated in the United States of America.

DeCare Dental Insurance Ireland DAC trading as DeCare Dental is regulated by the Central Bank of Ireland.

### POLICY RULES

The policyholder named in your Policy Confirmation has applied to DeCare Dental Insurance Ireland DAC for the benefits described in the policy for and on behalf of any insured person described in the Policy Confirmation and has paid or agreed to pay the appropriate premium for the level of cover selected.

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

Before undertaking any dental treatment, you should carefully read the relevant section of this booklet and your Schedule of Benefits, as these will contain specific exclusions where cover is not provided. There are also general exclusions listed in Section 9 of this booklet where cover is also not provided.

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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 and subject to the laws of the Republic of Ireland. Premium payments are valid when made in euro to DeCare Dental. 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 booklet or endorsed on the Policy Confirmation and outlined in your Schedule of Benefits.

DeCare Dental Insurance Ireland DAC provides the benefits described in this booklet and your Schedule 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.

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



**Maureen Walsh,**  
CEO, DeCare Dental

# DeCare Dental Rules - Terms and Conditions

## 1. Meaning of words

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

<b>Annual Renewal Enrollment</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 Schedule of Benefits, subject to the exclusions and limitations.
<b>Cancer</b>	A malignant tumor, tissues or cells, characterised by the uncontrolled growth and spread of malignant cells and invasion of tissue.
<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>Benefit Limit</b>	Means the amount we pay for covered services received. This will be the lesser of a percentage of the submitted amount of the Claim or a fixed maximum euro amount as stated in your Schedule of Benefits. The fixed maximum euro amount stated in your Schedule of Benefits may be amended by us from time to time.
<b>Decayed Tooth</b>	Means a tooth infected by dental decay (dental caries) which has progressed beyond enamel and into dentin.
<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. 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 Schedule of Benefits, subject to the limitations and exclusions listed.
<b>Dependant</b>	Means the policy holders spouse, common law partner, son, daughter, step son, step daughter, or legally adopted son or daughter.
<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 Confirmation.

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## 1. Meaning of words

<b>Investigative and Preventive Treatment</b>	Means the investigative and preventive treatments set out in this booklet and your Schedule 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 Schedule 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 benefit limit 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 services provided. The maximum amount payable is determined prior to the application of any policy excess 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 benefit limit identified in your Schedule 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 Confirmation.
<b>Orthodontist</b>	Means a dental practitioner on the specialist register of orthodontists with the Dental Council of Ireland, or the General Dental Council of the United Kingdom.
<b>Period of Insurance</b>	Means the period specified in your Policy Confirmation 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 DAC. The policy consists of the application completed when joining, the Policy Confirmation, Schedule of Benefits, and the Terms and Conditions outlined in this booklet.
<b>Policy Confirmation</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 Confirmation 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.

# DeCare Dental Rules - Terms and Conditions

## 1. Meaning of words

<b>Renewal date</b>	Is the renewal date shown on your most recent Policy Confirmation. The renewal date means the commencement date of your policy or any anniversary of that date.
<b>Tooth Fracture</b>	Means the breaking away of the buccal, mesial, lingual or distal wall of a tooth.
<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 DAC.
<b>You, your, yourself, he/she, his/her</b>	Means the policyholder or an insured person.

## 2. Description of covered procedures

### Benefits

The benefit frequency limitation for exams and cleanings is provided on a calendar year basis i.e. from 1 January to 31 December of each year. For all other covered services, the frequency limitations stated in this booklet begin on the date that the treatment is first received. The benefit frequency limitations 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 it 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.

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## 2. Description of covered procedures

Only those services listed are covered. Maximum benefits are listed in your Schedule of Benefits. Services covered are subject to the limitations within the benefits, exclusions and limitations sections described in this booklet and your Schedule of Benefits. Subject to the General Conditions 23 and 24, 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 Schedule of Benefits to determine if any waiting periods apply to your policy.

If you upgrade your DeCare Dental policy from Healthy Smiles Level 1 or Level 2 cover to Healthy Smiles Level 3 or Level 4 cover, you will be entitled to a 3 month credit on the waiting period for your new policy.

If you upgrade your DeCare Dental policy from Healthy Smiles Level 3 cover to Healthy Smiles Level 4 cover, you will be entitled to a 12 month credit on the waiting period for your new policy.

Waiting periods shall be deemed to have commenced at the start of your new policy. 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 preventive treatment

The following investigative and preventive treatments are covered as per the benefits listed in your Schedule 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 carried out at a single visit to remove plaque, tartar (calculus) and stains from teeth.

### Exclusions - cover is NOT provided for:

- a) Oral hygiene instruction and fluoride treatment.
- b) Cone beam CT scan, including two and three dimensional image reconstruction.
- c) Vertex Occlusal radiographs.
- d) Case presentations, office visits and consultations.
- e) A Dental Cleaning (Scaling and Polishing) when carried out on the same day as Periodontal scaling and root planing, Full Mouth Debridement or Periodontal Maintenance.

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## 5. Basic treatment

The following basic restorative treatments are covered as per the benefits listed in your Schedule 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 benefit limit balance for the covered benefit.

### Other basic services

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

### Exclusions - cover is NOT provided for:

- a) Intravenous conscious sedation, general anaesthesia, analgesic agents and nitrous oxide.
- b) Mouth guards.
- c) 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.
- d) Placement or removal of sedative filling, base or liner used under a restoration.
- e) Restorative cast post and core build-up, including pins and posts.
- f) Repair or replacement of lost/broken/stolen appliances.
- g) 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.

### Periodontal treatment

Non-surgical periodontal therapy to treat the gingival (gum) structures including bone that support the teeth in the jawbones. Non-surgical periodontal treatment is covered when the following requirement is met:

- A full periodontal charting is carried out after a Basic Periodontal Examination (BPE) code 3 or 4 is detected in any sextant of the mouth.

The following procedures are covered for non-surgical periodontal therapy:

- Full Mouth Debridement - The gross removal of plaque biofilm and calculus.
- Periodontal Scaling and Root Planing - Definitive treatment to remove plaque biofilm and calculus from root surfaces.
- 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.

# DeCare Dental Rules - Terms and Conditions

## 5. Basic treatment

### Exclusions – cover is NOT provided for:

- a) Complex surgical periodontal services, including gingivectomy, gingivoplasty, gingival curettage, gingival flap, apically positioned flap, mucogingival surgery and osseous surgery.
- b) Procedures designed to enable prosthetic or restorative services to be performed such as crown lengthening.
- c) Bacteriological tests for determination of periodontal disease or pathologic agents.
- d) Controlled release of therapeutic agents or biologic modifiers used to aid in soft tissue and osseous tissue regeneration.
- e) Provisional splinting, temporary procedures or interim stabilisation of teeth.
- f) Intravenous conscious sedation, general anaesthesia, analgesic agents and nitrous oxide.
- g) A Dental Cleaning (Scaling and Polishing) when carried out on the same day as Periodontal scaling and root planing, full mouth debridement or periodontal maintenance.
- h) Non-surgical periodontal treatment unless a full periodontal charting is carried out after a Basic Periodontal Examination (BPE) code 3 or 4 is detected in any sextant of the mouth.

### 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.

Surgical tooth extractions – the surgical removal of an erupted tooth requiring the removal of bone and/or sectioning of tooth, and including elevation of mucoperiosteal flap if indicated.

Surgical extractions will be subject to review and will require prior approval. Tooth extraction does not include the removal of an impacted tooth

### Exclusions – cover is NOT provided for:

- a) Intravenous conscious sedation, general anaesthesia, analgesic agents and nitrous oxide.
- b) Services or supplies that are medical in nature, including dental oral surgery services performed in a hospital.
- c) Any artificial material implanted or grafted into or onto bone or soft tissue, including implant procedures and associated fixtures, or surgical removal of implants.
- d) Any other oral surgery procedure including but not limited to surgical exposure of an impacted or unerupted tooth and any form of gingival or periodontal surgery.
- e) In-patient or out-patient hospital expenses.
- f) Cytology sample collection – collection of oral cytology sample via scraping of the oral mucosa.
- g) Services for temporomandibular joint disorder (TMJ).
- h) The surgical removal of an impacted tooth, including occlusal surface covered by soft tissue, part of crown covered by bone or most or all of crown covered by bone.
- i) The surgical removal of wisdom teeth.

### 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. Emergency treatment does not cover treatment carried out at scheduled appointments or definitive treatments including but not limited to completed root canal treatments.



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## 6. Major treatment

The following major restorative treatments are covered as per the benefits listed in your Schedule 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:**

- a) Re-treatment or additional treatment necessary to correct or relieve the results of treatment previously paid under the policy.
- b) 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).
- c) Root canal obstruction, internal root repair of perforation defects, incomplete endodontic treatment and bleaching of discoloured teeth.
- d) Intentional reimplantation, apicoectomy, root amputation, apexification, retrograde filling and hemisection.
- e) Elective endodontic treatments.

### **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;

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## 6. Major treatment

- 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 benefit limit 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 stabilised 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.

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## 6. Major 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:**

- a) The replacement of an existing denture with a bridge or implant supported crown.
- b) 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 or any other DeCare Dental policy.
- c) Replacement of congenitally missing teeth.
- d) Interim removable or fixed prosthetic appliances (dentures, partials, bridges or implant supported crowns).
- e) Paediatric removable or fixed prosthetic appliances (dentures, partials or bridges).
- f) Additional, elective or enhanced prosthodontic procedures including but not limited to connector bar(s), stress breakers, and precision attachments.
- g) Procedures designed to enable prosthetic or restorative services to be performed such as a crown lengthening.
- h) 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.
- i) Services or supplies that have the primary purpose of improving the appearance of your teeth.
- j) Placement or removal of sedative filling, base or liner used under a restoration.
- k) Restorative cast post and core build-up, including pins and posts.
- l) Any artificial material implanted or grafted into or onto bone or soft tissue, including implant procedures and associated fixtures, or surgical removal of implants.
- m) 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.

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## 6. Major treatment

**Limitation:** If a filling(s) is performed within 12 months prior to the placement of a crown on the same tooth, the benefit payment will be calculated on the amount remaining following the deduction of the charged amount for the filling(s) from the charged amount for the crown.

**Exclusions – cover is NOT provided for:**

- a) Procedures designed to enable prosthetic or restorative services to be performed such as a crown lengthening.
- b) 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.
- c) 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.
- d) Placement or removal of sedative filling, base or liner used under a restoration.
- e) Restorative cast post and core or core build-up, including pins and posts.
- f) Canal preparation and fitting of preformed dowel and post.
- g) Temporary, provisional or interim crown.
- h) Occlusal procedures, including occlusal guard and adjustments.
- i) Permanent crowns, inlays or onlays when the tooth does not have decay or fracture, or the tooth has not been endodontically treated.

## 7. Orthodontics

Orthodontic treatment is covered as per the benefits listed in your Schedule of Benefits, subject to the wait periods, exclusions and limitations. Orthodontic treatment is covered when it is carried out by a Specialist Orthodontist who is on the specialist register of orthodontists with the Irish Dental Council. Orthodontic treatment is covered only when it is carried out by a Specialist Orthodontist and when the malocclusion being treated is Index of Orthodontic Treatment Need (IOTN) Dental Health Component Grade 3, 4 or 5.

Index of Orthodontic Treatment Need (IOTN) is used by Orthodontists to categorise severity of malocclusions.

Grade 5 - Severe Need for Treatment

Grade 4 - Definite Need for Treatment

Grade 3 - Borderline Need for Treatment

Grade 2 - Slight Irregularities, No Need for Treatment

Grade 1 - Near Perfect

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.

# DeCare Dental Rules - Terms and Conditions

## 7. Orthodontics

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

**Fixed appliance therapy** - A fixed appliance consists of a series of up to 30 individual metal or ceramic brackets that are cemented individually to the teeth on which wires are attached that are activated over a 12 to 18 month period to move the teeth into their correct alignment.

### Limitations:

- Benefit is issued only when the active treatment has commenced, when the fixed appliance has been fitted and activated.
- Treatment in progress is benefited on a pro-rated basis after any applicable waiting periods have been met.

### Exclusions – cover is NOT provided for:

- a) Orthodontic treatment is not covered if dental benefit has been paid previously under any other contract.
- b) Separate services billed when they are an inherent component of treatment including but not limited to consultations, x-rays and study models.
- c) Monthly treatment visits that are inclusive of treatment cost.
- d) Repair or replacement of lost/broken/stolen appliances.
- e) Orthodontic retention/retainer as a separate service.
- f) Re-treatment or additional treatment necessary to correct or relieve the results of treatment previously paid under the policy.
- g) In-patient or out-patient hospital expenses.
- h) Provisional splinting, temporary procedures or interim stabilisation of teeth.
- i) Orthodontic treatment that has commenced prior to the commencement of the Period of Insurance.

## 8. Oral Cancer

### Lump sum benefit

We will pay the lump sum benefit as outlined in the Schedule of Benefits, following the diagnosis of a primary Oral Cancer, made by a recognised specialist where the oral cancer is located in one or more of the following areas:

- Lip
- Tongue
- Gingivae
- Floor of mouth
- Palate
- Major salivary glands
- Oropharynx

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## 8. Oral Cancer

### Oral rehabilitation

We will pay a separate lifetime maximum benefit towards the cost of oral rehabilitation including the placement of dental implants and other prosthetic devices to restore oral function following surgical treatment of oral cancer

### Exclusions - cover not provided for:

- a) Oral Cancer resulting from smoking or chewing tobacco products (including betel nut juice)
- b) Oral Cancer diagnosed, suspected, or for which tests were conducted or planned or for which a referral to a specialist had been made prior to the date the Insured Person first joined the plan
- c) Oral cancers which were undiagnosed but for which you had experienced symptoms prior to your date of entry are not covered
- d) Any Secondary Oral cancer

## 9. 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 other oral surgery procedure other than surgical extractions.
- 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.

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## 9. General Exclusions

- 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 Schedule 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).

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## 9. General Exclusions

- 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.
- ll) Cone beam CT scan, including two and three dimensional image reconstruction.
- mm) Vertex Occlusal radiographs.
- nn) Orthodontic treatment is not covered if dental benefit has been paid previously under any other contract.
- oo) The surgical removal of wisdom teeth.
- pp) Elective endodontic treatments.
- qq) Treatment received prior to the commencement of the Period of Insurance, or Treatment received after the Period of Insurance ceases.
- rr) Services or supplies which are not described in the benefits schedule of this Policy or which are specifically excluded under the Exclusions or General Exclusions.
- ss) Oral Cancer resulting from smoking or chewing tobacco products (including betel nut juice)
- tt) Oral Cancer diagnosed, suspected, or for which tests were conducted or planned or for which a referral to a specialist had been made prior to the date the Insured Person first joined the plan
- uu) Oral cancers which were undiagnosed but for which you had experienced symptoms prior to your date of entry are not covered
- vv) Any Secondary Oral cancer

## 10. Membership

### Qualifying event changes

Your level of cover and insured persons listed on your policy confirmation 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.

### Annual renewal

The annual renewal of your policy will take place annually during the month prior to the policy's renewal date. The Rules - Terms and Conditions and Schedule of Benefits which you receive at your renewal date will then apply to your policy.



# DeCare Dental Rules - Terms and Conditions

## 10. Membership

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. All policies are provided on an annual basis, regardless of the method or frequency of payment chosen. Policies may not be cancelled or altered mid-term. A policyholder can change Insurance Product, add or remove dependants or cancel his/her policy at annual renewal stage.

### **Cooling Off Period**

You have the right to cancel your policy without penalty and without giving any reason within 14 days of the date of you taking out cover or 14 days from the date you receive your policy documents, whichever is the later. This is known as the cooling off period. If you decide that you do not want to accept the policy (or any future renewal of the policy by us) tell us of your decision in writing using the contact details provided on this document within the 14 day cooling off period. We will refund the premium you have paid and will recover from you any dental benefit that we have paid.

### **Cancellation 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 cancelled.
- b) On the date you fail to pay the required policy payments.
- c) You cease to be eligible.

The policy may be cancelled by the policy holder within the 14 day cooling off period, on the anniversary date of the policy or in accordance with clause 23 & 24 of the general conditions, on the change by us of any of the terms and conditions set out in this rules booklet and your Schedule 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. In such circumstances we will not pay any benefits for the policy term and we will seek reimbursement of the losses and expenses incurred by us as a result of your non-payment. These losses and expenses will amount to the total of (a) a breach fee of €40 to cover our administration costs and (b) the total outstanding premium due.

If the policy holder terminates cover, he/she will not be allowed to enroll until 12 months after the termination date and will be subject to the "waiting periods" (if applicable in your Schedule of Benefits).

We reserve the right to refuse to renew the contract for any period of insurance in the pursuit of our legitimate commercial aims without any obligation to give a reason. We also reserve the right to cancel the policy, in whole or in part, at any time during the period of insurance if you or your insured dependents breach the terms and conditions of your policy. Cancellation of the policy will result in loss of benefits for all insured persons.

# DeCare Dental Rules - Terms and Conditions

## 11. Claims Processing

### **Dentists**

Under this policy, it is preferable that you attend a dentist who is listed on the DeCare Dental Dentist Finder, which also includes dentists on the DeCare Dental Direct Pay Network.

These dentists have all been checked and validated by DeCare to ensure that they are registered by the Dental Council and engage in general dental practice or specialist dental practice in Ireland.

If you attend a dentist who is not listed on the DeCare Dental Dentist Finder, you should submit a treatment plan to us after your dental examination to confirm that the treatment proposed by your dentist will be covered by your policy. If you do not submit a treatment plan, it may lead to delays in processing your claim, or to non-payment of your claim.

If you do not avail of the direct pay reimbursement option, we reserve the right to limit payment to what we deem to be usual, reasonable and customary costs for the services provided.

### **Making a claim**

The claim form can be found on [www.decairedental.ie](http://www.decairedental.ie) or by contacting DeCare's Customer Service Department on 1890 130 017.

You must fully complete, sign and submit a claim form to us so that we can assess your claim. We will only pay benefits when we receive a claim form that is completed and signed by the member and is accompanied by itemised receipts. You sign the claim form a) to confirm that the details on the form are correct and b) to authorise DeCare Dental to contact your dental surgery regarding any missing details on your claim form, including those specified under General Condition 16.

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 the Customer Service Department 1890 130 017. 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 12 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.

Any claim submitted outside the 12-month period following the date of completion of services will not be accepted for payment of dental benefits.

# DeCare Dental Rules - Terms and Conditions

## 11. Claims Processing

In order to assess your claim, we may request from you or your dentist the clinical record, together with any x-rays, digital photographs 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 Act 2018.

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 the Claims Manager, DeCare Dental Insurance Ireland DAC, 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.

# DeCare Dental Rules - Terms and Conditions

## 11. Claims Processing

### **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 benefit limit, whichever is less. We reserve the right to limit claim payment to what we deem to be usual, reasonable and customary costs. By usual, reasonable and customary we mean that what you are charged for and how much you are charged is not more than what the majority of our other members of the plan are charged in Ireland for similar treatment services.

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:

DeCare Dental Insurance Ireland DAC  
IDA Business Park  
Claremorris  
Co. Mayo  
Ireland.

# DeCare Dental Rules - Terms and Conditions

## 11. Claims Processing

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.

## 12. 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:
  - Your Policy Confirmation
  - Schedule of Benefits
  - The Rules - Terms and Conditions outlined in this booklet
2. We will send any letters or notices about your policy by standard post to the address which you provide us with. Where you have opted to receive policy documentation electronically, we will notify you by email. Accordingly, you must tell us if you change postal or email address.
3. Your membership will end immediately if you stop living in Ireland for more than 6 months per calendar year or if your membership is not renewed.
4. Your contract is governed by the laws of the Republic of Ireland.
5. The person purchasing the policy must be 18 years of age or over on the commencement date of the policy. A policy can be obtained for an individual under 18 years of age, provided that it is purchased by an adult over 18 years. The Terms & Conditions must be approved by the adult purchasing the policy, who will become the contracts legal owner, on behalf of the minor. We will therefore require the email and contact details for the purchasing adult in order to provide policy documents that form the member's contract.

# DeCare Dental Rules - Terms and Conditions

## 12. General conditions

6. You must declare to us all Material Facts that may affect this insurance. Failure to do so may prejudice entitlement to claim. If you are uncertain as to whether a fact is material, you should declare it to us. If no additional material facts or change in material facts are declared to us within 14 days of the date of issue of the Terms and Conditions, we assume that no material change has occurred.
7. We must be immediately informed of any change in the information given on application, 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.
8. The policyholder, when dealing with us, acts for all insured persons on the policy.
9. 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.
10. In the event that you do not commence payment of your premium in accordance with the payment terms of your policy, we reserve the right to cancel your policy and we will not pay any benefits.
11. 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.
12. 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.
13. 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.
14. An insured person's full compliance with the terms and conditions of this policy is necessary before a claim will be paid.
15. 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.
16. 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.
17. If another insurance company 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.
18. If a State dental scheme pays part of an insured person's dental claim to a dentist, DeCare Dental will co-ordinate dental benefits so that DeCare pays any valid co-payment due from the DeCare member to the dentist.

## 12. General conditions

19. Please note that receipts will not be returned following assessment of your claim. Therefore, you may wish to retain copies prior to submission.
20. 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.
21. 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.
22. All cover under this policy will cease on the date your policy is cancelled and any applicable benefit payments will be paid on a pro rata basis.
23. We reserve the right to alter premiums, terms and conditions or to refuse to renew the contract for any period of insurance in the pursuit of our legitimate commercial aims 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.
24. We may for legal or other reasons make any changes to the terms of your membership of the scheme and your premiums at any time if we are required to do so by law. We will write to tell you about any such change as soon as is reasonably practical and you may end your membership of the scheme within 14 days of us telling you about the change. If as a consequence you end your membership, we will refund any premiums that you have paid for the period after your membership ends and will recover from you any dental benefit that we have paid.
25. If a change to a customer account results in a premium refund/shortfall of less than or equal to €10 no charge/refund will be made due to the administration costs involved.
26. 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.
27. 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 order to administer the dental insurance products which we provide, it is necessary for us to send your data outside of the EU to our parent company based in the USA but such data will continue to be safe guarded in accordance with the standards and principles set out in the EU General Data Protection Regulation (GDPR). We may share your personal data and sensitive personal data with your dentist insofar as it is relevant to the processing of your claim. We may also share your personal data with our bank for the purpose of processing

# DeCare Dental Rules - Terms and Conditions

## 12. General conditions

the payment of your claim. We may also share your data with other insurers to verify your cover. We may share your data with trusted third parties for the purpose of distributing policy documentation and other communications, such as letters, direct mail, emails etc. We may share your information with our parent company and other group companies for the purpose of processing the payment of your claim and 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 and in relation to personal data with the Revenue Commissioners. We may share your personal information and anonymised information for the purposes of health services research for projects approved by the Data Protection Commissioner. 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 Protection officer, DeCare Dental Insurance Ireland DAC, IDA Business Park, Claremorris, Co. Mayo.

28. Where conflicts of interest arise and cannot be reasonably avoided. DeCare Dental Ireland Insurance DAC will
- a) disclose the general nature and /or source of the conflicts of interest to the consumer and only undertake business with or on behalf of a consumer where there is directly or indirectly a conflicting interest, where that consumer has acknowledged on paper or on another durable medium, that he or she is aware of the conflict of interest and still wants to proceed; and b) ensure that the conflict does not result in damages to the interests of the consumer.
29. Subject to clause 23 & 24, we reserve the right to change benefits and/or premium rates during the period of insurance with a thirty (30) day written notice.
30. DeCare Dental Insurance Ireland DAC is subject to the Consumer Protection Code 2012 which offers protection to consumers. The Code can be found on the Central Bank website, [www.centralbank.ie](http://www.centralbank.ie).

**For policy administration, general queries, member claims & benefit queries, please contact:**

Customer Services  
DeCare Dental Insurance Ireland Ltd  
IDA Business Park  
Claremorris  
Co. Mayo

**Phone:** 1890 130 017  
**Lines Open:** 8.30am - 5pm Monday - Thursday  
8.30am - 4pm Friday

**Email:** [query@decaredental.ie](mailto:query@decaredental.ie)

**Website:** [www.decaredental.ie](http://www.decaredental.ie)



DeCare Dental Insurance Ireland DAC trading as DeCare Dental is regulated by the Central Bank of Ireland.

## Get in touch

T: 1890 130 017 | E: [query@decaredental.ie](mailto:query@decaredental.ie) | W: [www.decaredental.ie](http://www.decaredental.ie)

