# **Dental Plan**

**Core Policy Wording** 





## Welcome to your Boots Core dental plan

Your dental **policy** has been designed to help **you** pay for **your** dental care. As with most insurance policies, there are terms and conditions surrounding the cover. This document, along with **your** application form, IPID and **policy** schedule contain essential information explaining what you need to know about the cover and how to make a claim and should be read as soon as possible and certainly before **you** make a visit to **your dentist**.

Your policy schedule specifies the people insured under your policy, the period of insurance and the type of policy you have purchased.

This document outlines the **treatments** available under **your policy**, the levels of reimbursement **you** might expect to receive for **treatment** and the annual maximum limits under the **policy**. Please refer to the Benefit Schedule on page 7 for full details.

If you are unsure about any aspect of the cover or if there is any part of our processes that you find difficult to follow or complete, please call our customer care team on:

## 0333 222 7910

Lines are open Monday to Friday 9.30am - 4.30pm. We are closed weekends and bank

holidays. In the interests of improving  ${f our}$  service,  ${f your}$  calls may be monitored and

recorded

Or email us at

boots@denisglobal.com

## The insurance contract

The insurance contract is based on the information **you** provided when applying for this insurance **policy**. It is a fixed 12 month contract that requires **you** to keep to the conditions of cover as explained in this **policy** wording, and maintain **your** premium payments for the full 12 month term. Failure to keep to the conditions of the **policy** may result in claims not being paid. In return for **your** premiums, **we** will provide the benefits to **you** as outlined in this **policy** wording and the benefit schedule, for the period of the contract as specified on **your policy** schedule. Prior to **your policy** ending, **we** will write to **you** explaining possible changes to **your** cover and premiums for the following 12 months. Unless **we** hear from **you** to the contrary, **we** will automatically continue **your** cover under these new terms.

If **you** wish to change **your** cover level, **you** may do so prior to **your** renewal date by notifying **us** in writing. The change will take effect from **your** renewal date.

Please ensure that **you** take out the correct plan to suit **you**. This Core Plan will only cover **you** for NHS treatment up to the benefit schedule limits

Unless we agree otherwise, English Law will apply.

#### **Hamilton Insurance Dac**

**Your policy** is insured by Hamilton Insurance DAC, a designated activity company registered in Ireland, number 484148, at 2 Shelbourne Buildings, Crampton Avenue, Ballsbridge, Dublin 4, D04W3V6, Ireland. Hamilton Insurance Dac is authorised by the Central Bank of Ireland and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority in connection with its UK branch.

#### **Healix Insurance Services Limited**

**Your policy** is underwritten by Capacity Insights, a trading name of Healix Insurance Services Limited on behalf of the insurer, Hamilton Insurance DAC. Healix Insurance Services Limited, registered in England and Wales under No.5484199 is authorised and regulated by the Financial Conduct Authority. Financial Services Register No. 437248.

#### **Boots UK Limited**

Boots UK Limited, registered in England and Wales under No. 928555, is a subsidiary of Walgreens Boots Alliance, Inc. and an appointed representative of Healix Insurance Services Limited.

#### **Denis UK Limited**

**Your** dental claims are administered by Denis UK Limited, registered in England and Wales under No. 06399615 at Grove House, Lutyens Close, Basingstoke Hants, RG24 8AG, Financial Services Register No. 600303. Denis UK Limited is an appointed representative of Healix Insurance Services Limited.

## **Meaning of words**

Wherever the following words and phrases have appeared in this **policy** wording in bold, they will have the meanings listed below. Words and phrases that do not appear in this list or are not in bold will take on their usual meaning in the English language.

#### Accidental dental injury

A non-biting injury to the teeth or supporting structures (including damage to dentures whilst being worn) solely caused by a direct external impact which is sudden and unexpected.

#### Child

The son or daughter, stepson or stepdaughter or legally adopted minor of **you** or **your partner**. Children must be aged under 18, be unmarried and be permanently living with **you**, or they can be under 23 if in full time education and living with **you** outside of term time.

#### Commencement date

The date shown on **your policy schedule** confirming the date the **period of insurance** starts for each **insured person**.

#### Cosmetic treatment

**Treatment** not necessary to maintain dental health and used solely for the purpose of improving the appearance.

#### Course of treatment

#### Means:

- (a) an examination of a patient, an assessment of the patient's oral health, and the planning of the treatment (if any) to be provided to that patient as a result of that examination and assessment;
- (b) the provision of the planned **treatment** (if any) (including any **treatment** planned at a time other than at the time of the initial examination) to that patient up to the date on which either;
  - (i) each and every component of the planned tréatment has been provided to the patient, or the patient either voluntarily withdraws from, or is withdrawn by the provider from, treatment, provided by one or more providers of relevant primary dental services.

#### Day patient

An **insured member** who is admitted to **hospital** for any part of one day for the sole purpose or receiving **treatment**, who does not stay overnight and whose appointment is not on an outpatient basis.

No **Hospital** Cash Benefit is payable for **Day patient treatment**.

#### **Dentist**

A fully qualified dental practitioner holding a current registration with the General Dental Council and engaged in general dental practice. The **dentist** cannot be **you**, a member of **your** family or an insured person under this **policy**.

#### **Dental implants**

Titanium screws placed in the jaw to provide solid and permanent support for crowns, bridges and dentures.

#### **Emergency dental treatment**

Dental **treatment** required for the immediate relief of severe pain, trauma, swelling or bleeding and provided by **your dentist** outside normal surgery hours or by any other **dentist** whilst **you** are away from home.

#### Hospital

An independent **hospital** registered in accordance with the Registered Homes Act 1984 or a National Health Service **hospital** in the United Kingdom with **specialist** facilities for medical and surgical **treatment**.

#### Inpatient

An **insured person** who is admitted to **hospital** and stays for a period of at least 24 hours for the sole purpose of receiving **treatment** on the recommendation of a **specialist**.

#### Insured person

Anybody shown on the schedule as insured under this **policy**.

#### Insurer

Hamilton Insurance Dac

#### NHS

National Health Service

#### **NHS Patient Charge**

Charges applied in Bands by the England and Wales **NHS** dependent on the **course of treatment** taken.

#### Orthodontic treatment

Treatment undertaken by a dentist for the prevention and correction of irregularities of the teeth.

#### Partner

**Your** spouse or the person who permanently resides with **you** in a domestic relationship and is named on the **policy** schedule.

#### Period of insurance/ policy year

This is 12 months from either the **policy** commencement or renewal date.

#### Policy/Plan

Contract between you and the insurer.

#### **Qualification period**

The period that must be completed before the specified benefits become payable.

#### Routine dental treatment

Any treatment required which is not as a result of emergency or accidental dental injury.

#### **Specialist**

A registered medical or dental practitioner whose work as a result of advanced training and **specialist** qualification is limited to a particular type of medicine or surgery who:

- holds or has held a position of consultant within that speciality in the NHS.
- holds a certificate of Higher Training Committee of the relevant Royal College or faculty or equivalent.

#### Surgical extraction

Removal of teeth that cannot be easily accessed and an incision may be required to remove the tooth.

#### **Treatment**

A dental/surgical procedure, examination or investigation, undertaken by **your dentis**t that is clinically necessary for maintenance and/or restoration of oral health, and is proved in accordance with accepted standards of dental practice.

#### We/us/our

Capacity Insights on behalf of Hamilton Insurance Dac.

#### You/Your

The insured person(s) named on the policy schedule.

## **Eligibility**

We can insure the following people under your policy – you, your partner and your children, including stepchildren and legally adopted children, where this option is chosen.

**You** must be over 18 years of age at the **commencement date** of the cover. If **you** are already insured under a Boots plan when **you** turn 65, **your** premiums may increase at renewal. **You** will be advised in writing prior to this happening.

Children must be aged under 18, be unmarried and be permanently living with **you** at the **commencement date** of your **policy**, or they can be under 23, if in full time education and living with **you** outside of term time. **Children** will be taken off the **policy** at renewal when these conditions no longer apply and **we** will write to **you** prior to this happening in case the person wants to sign up to an individual plan. There is no limit to the number of **children** who can be covered, provided they meet the criteria above.

All **insured persons** must reside in the UK, Channel Islands or Isle of Man for at least 180 days in each **period of insurance**.

### Benefit Schedule - Boots Core Plan

The benefit schedule below outlines the benefits **you** can expect to receive in return for **your** premiums and abidance to the terms of this **policy**. The amounts shown on **your** benefit schedule are an 'up to' figure per **insured person**. This means that **we** will pay claims based on the **insured person's** original invoices for the **treatment** types described, up to the respective benefit level amounts. The **plan** can be used to claim for **treatment** at any **dentist** of **your** choice on the understanding that the reimbursement will be to **your plan's** limits.

If you are a new insured person, there is a 3 month qualification period for all dental treatment, except for those claims for accidental dental injury and emergency dental treatment. This means we will not pay for any dental treatment claims for a period of 3 months from the commencement date of the policy.

This Core plan has been designed to reimburse **you** for 100% of most **NHS** charges in England and Wales. If **you** live in Northern Ireland or Scotland, **you** will be reimbursed for **your** receipted payments for **treatment** up to the benefit schedule limits. **You** should ask **your dentist** for details of the **treatment you** require and the cost before proceeding with any **treatment** as **you** will be liable for any costs that are outside of the benefits listed in NHS bands 1, 2 and/or 3. Any **treatment** undertaken on a private basis in conjunction with **your NHS treatment** will not be covered except where the **treatment** received is **emergency dental treatment** and is limited to the benefit amounts under that section of cover.

CATEGORY OF TREATMENT	TOTAL MAXIMUM CLAIM AMOUNT PER PERSON PER POLICY YEAR
NHS Treatment	£750 (Subject to the individual limits for the applicable treatment rendered)
Private Accidental treatment	£750
Hospital Cash Benefit	£5,000 (£100 per night, per <b>insured person</b> up to a maximum of 50 nights per <b>policy year</b> ) Only applicable when <b>you</b> are admitted to <b>hospital</b> for dental <b>treatment</b> .
Personal Protective Equipment	Up to £30 per insured person per policy year
Emergency Dental Treatment	Up to £100 (£50 per claim) plus the <b>NHS UK Patient Charge</b> for the <b>treatment</b> undertaken per insured person per policy year

The benefits provided for the **treatments** listed below will only be provided where they are offered under the **NHS** regulations.

Reimbursement: The intention of the NHS band system is to only pay a single fee once a course of treatment is complete. The treatment rendered will determine which Band is charged. You will pay your NHS dentist the published NHS patient charge for the applicable band. You will then claim this full cost from your Boots dental plan. If you are resident in Northern Ireland or Scotland, charges may be different to the NHS in England and Wales - you can claim up to the benefit schedule limits only. If you are resident in the Channel Islands or the Isle of Man, there is no applicable NHS reimbursement.

If an individual **treatment** spans **your** renewal date, **you** will be reimbursed to the individual **treatment** limits and maximum limits that were in place when **your treatment** started. If **you** are unsure of **your** plan's benefits please call **our** customer care team on **0333 222 7910**. **We** may record **your** calls to maintain **our** high standard of service.

Every time **you** make a claim in England or Wales, whether for one **treatment** or many, **your dentist** will advise **you** which Band Charge is applicable to **you**. If **you** require **treatment** across different bands, **we** shall reimburse the patient charge for the highest band only.

Every time **you** make a claim in Scotland and Northern Ireland, **we** shall pay an amount equal to the lowest of either what **you** have paid; or the banding appropriate for **your** most expensive **treatment** 

BAND	What's Covered	Reimbursement Level in England, Wales, Scotland and Northern Ireland
BAND 1	All types of Examinations Small/Medium/Large X- Rays Lateral head plate X-Rays Study Casts Colour photographs Simple Scaling/hygiene advice Stoning/smoothing Sensitive cementum/ dentine treatment Removal of fractured crowns Preparation of tooth for over denture Denture Adjustments and additions/dental appliances	Any treatment or combination of treatments listed in Band 1 only, carried out over a course of treatment from the date your dentist first identifies the treatment as medically necessary, shall be reimbursed to a maximum of the current published NHS UK patient charge or (for residents of Scotland and Northern Ireland residents), the amount you have paid if this is a lesser amount.  If you require treatment listed under other Bands we shall reimburse you to the limit applicable for the highest Band only or (for residents of Scotland and Northern Ireland residents) the amount you have paid if this is a lesser amount.
BAND	What's Covered	Reimbursement Level in England, Wales, Scotland and Northern Ireland
BAND 2 (inclusive of Band 1)	Chronic Periodontal (gum disease) care All fillings/pin or screw retention/root canal treatments Extractions and removals Repairs to dentures and appliances Replacement of temporary bridge All other temporary bridges	Any treatment or combination of treatments in Band 1 and 2 only, carried out over a course of treatment from the date your dentist first identifies the treatment as medically necessary, shall be reimbursed to a maximum of the current published NHS UK patient charge or (for residents of Scotland and Northern Ireland residents), the amount you have paid if this is a lesser amount.  If you require treatment listed under other Bands we shall reimburse you to the limit applicable for the highest Band only or (for residents of Scotland and Northern Ireland residents) the amount you have paid if this is a lesser amount.

BAND	What's Covered	Reimbursement Level in England, Wales, Scotland and Northern Ireland
BAND 3 (inclusive of Band 1 and 2)	Inlays/onlays Crown Post & core Bridgework Dentures	Any treatment or combination of treatments listed in Band 1, 2 and 3 only, carried out over a course of treatment from the date your dentist first identifies the treatment as medically necessary, shall be reimbursed up to a maximum of the current published NHS UK patient charge or (for residents of Scotland and Northern Ireland residents), the amount you have paid if this is a lesser amount.  If you require treatment listed under other Bands we shall reimburse you to the limit applicable for the highest Band only or (for residents of Scotland and Northern Ireland residents) the amount you have paid if this is a lesser amount.
BAND	What's Covered	Reimbursement Level in England, Wales, Scotland and Northern Ireland
EMERGENCY DENTAL TREATMENT	This covers emergency private or NHS dental treatment in a primary care dental practice for the immediate relief of severe pain, trauma, swelling or bleeding only	Limited to two claims in a <b>policy year</b> Reimbursement up to a maximum of the current published <b>NHS UK patient charg</b> e plus an additional £50 for each Accident and Emergency claim.

## Claims conditions

These are the conditions **you** or anyone covered by the **policy** must meet to make a claim. Benefit is available for **accidental dental injury** and **emergency dental treatment** anywhere in the world, up to the limits stated in the **policy**, provided **your** trip does not exceed 28 days. Any accidental injury/emergency must occur after the **commencement date** of the **policy** and **treatment** must start within 2 weeks of the date of the accidental injury and, in the event of an emergency, by **your dentist** outside normal surgery hours or by any other **dentist** whilst **you** are away from home.

Also, if you are a new insured person, there is a 3 month qualification period for all dental treatment, except for those claims for accidental dental injury and emergency dental treatment. This means we will not pay for any dental treatment claims for a period of 3 months from the commencement date of the policy.

#### Claims Conditions:

- Comply with the terms and conditions of the policy to enable us to meet our liability under the policy.
- 2. Keep **your** premiums up to date.
- 3. You must provide us with a copy of your dental invoice relating to expenses claimed as soon as possible and, in any event, within 180 days of completion of treatment unless there is a justifiable reason for the delay. We will not be liable for any claim notified late. Ensure your dentist has provided you with the appropriate NHS or private invoice showing the type of treatment you have received, the tooth identification number of any tooth treated, the dentist's GDC number and your name and address. Then submit this invoice via your member portal, by email or by post as soon as possible.
- 4. Give us, at your expense, any details we ask for relating to any claim.
- 5. Give consent for us to get, at our expense, any medical reports, photographs or x-rays we need to assess the eligibility of a claim, from the practitioner who has treated you or any of the insured persons. Consent is required under the Access to Medical Reports Act 1988 and Access to Personal Files and Medical Reports (Northern Ireland Order 1991). Withholding information may delay assessment of your claims and may mean that your claim will not be paid.
- Only receive treatment from a qualified dentist or specialist who is not a member of your family or an insured person under this policy.
- Agree to be examined, at our expense, by a dentist or specialist of our choice, if we ask it of you.
- 8. Not seek to transfer this insurance **policy** to any other person.
- Provide us with full details of any other insurance which may provide cover for something that you are claiming for under this policy. If you have multiple cover, we will only pay our share.
- 10. Allow us, at our expense, to act in your name to take over defence of a settlement or claim, or to start legal action to either recover compensation from third parties, or to get back payments we have already made.
- 11. Assist **us** to take legal action against anyone in relation to a claim if **we** ask it of **you**.

## General exclusions

Before receiving dental **treatment** for which **you** plan to make a claim, please check the list below to ensure that the **treatment** is not excluded. These exclusions apply to all **plans** unless stated otherwise. If **you** are not sure whether any planned **treatment** may be covered under **your plan**, please call **our** customer care team on **0333 222 7910** and they'll be pleased to confirm **your policy** benefits.

#### General Exclusions - We will not provide cover for:

- Any claim for costs where treatment is received before you purchased this policy, or after you cease to be eliqible for cover, or the policy is cancelled or premium is outstanding.
- Any dental treatments that were planned or that you were aware of at the time you purchased this policy.
- Any dental treatment that is identified as being medically necessary at your first examination by a dentist, unless you have been continuously registered with a dentist in the 12 months preceding the commencement date of your cover and have had an examination during this time
- 4. Any **treatment** costs once the annual maximum number of **treatments** or maximum annual limits have been reached
- 5. Costs for any **treatment** not listed on **your** benefit schedule or exceeding the limits specified per **insured person** per **policy year**.
- 6. Any private **treatment** not listed on the benefit schedule.
- Any treatment where you do not provide your original receipts detailing the cost of treatment, the treatment provided and state whether it was done on the NHS or privately.
- 8. Dental treatment within the 3 month qualification period, except for claims for accidental dental injury and emergency dental treatment. Any accidental injury/emergency treatment must occur after the commencement date of your cover and treatment must be administered within 2 weeks of the date of the accidental injury and, in the event of an emergency, by your dentist outside normal surgery hours or by any other dentist whilst you are away from home.
- 9. Any costs associated with **treatment** of cancer including diagnostic or exploratory costs.
- 10. Claims relating to dentures in the first 3 months unless required as a result of a dental injury.
- 11. Repairs to dentures for damage caused whilst not being worn.
- 12. Costs of cleaning dentures.
- 13. Claims relating to hospital inpatient, day patient or outpatient treatment.
- 14. Costs incurred for general anaesthetic, intravenous sedation, prescription charges, cosmetic treatment, orthodontic treatment, dental implants.
- 15. Charges for home visits unless for emergency treatment.
- 16. Claims relating to treatment for deliberate self-inflicted injury.
- 17. Costs of any hospitalisation.

- 18. Claims resulting from not wearing appropriate mouth guards or the recommended protective headwear whilst taking part in organised sporting activities.
- 19. Claims arising where you were involved directly or indirectly in a criminal act.
- 20. Any costs for claims arising from epidemics or pandemics.
- 21. Claims where there is no visible evidence of damage or trauma to otherwise healthy functional teeth
- 22. Any benefit required as a result of damage caused by tooth or mouth jewellery.
- 23. Costs of any kind resulting directly or indirectly from the malicious use of pathogenic or poisonous biological or chemical materials.
- 24. Costs of any kind arising directly or indirectly by ionising radiation, contamination by any nuclear fuel, from any nuclear wastes from burning nuclear fuel, or the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear machinery or part thereof.
- 25. Costs for any **treatment** required due to the actions of a third party, whether accidental or not, where in the capacity of their work the third party should have professional indemnity insurance to meet any costs for which they are liable.
- 26. More than our share of any claim covered by more than one plan.
- 27. Charges made by your dentist for providing any documentation in support of a claim.
- 28. Any claims arising from unauthorised, malicious or criminal acts involving access to, processing of, use of or operation of any computer or computerised systems.

## What to do if you need to make a claim

(Please also refer to the claims conditions section on page 10)

PLEASE NOTE THAT ALL CLAIMS MUST BE SUBMITTED AS SOON AS POSSIBLE, AND IN ANY EVENT, WITHIN 180 DAYS OF THE COMPLETION OF TREATMENT. WE WILL NOT BE LIABLE IN RESPECT OF ANY CLAIM NOTIFIED LATE. UNLESS THERE IS A JUSTIFIABLE REASON FOR THE DELAY.

To help **us** pay **your** claim promptly, please follow the claims guidelines detailed below.

Denis UK Limited in Basingstoke is the authorised claims administrator for the Boots Dental **Plan**. Please visit www.denisqlobal.com to review the online claims services offered.

#### Claims for routine dental treatment

- When you have completed and paid for your treatment, ask your dentist to provide you with
  the appropriate NHS or private invoice showing the type of treatment you have received and
  the tooth identification number of any tooth treated. This invoice will also have the dentists GDC
  (General Dental Practitioner) registration number which is required to process the claim as well
  as your name and address.
- All we require to process a claim is a copy of this dental invoice. Please note that we no longer require a "claim form".
- 3. If you are claiming for treatment required due to an accident we will require a description of the accident as well as a date and time and the immediate action you took following the accident.
- 4. There are 3 ways **you** can submit **the invoice** to **us**:
  - a. Electronically at <u>www.denisglobal.com</u>. Here <u>you</u> can submit the scanned <u>invoice</u> directly to us via computer or via the snap and send feature on a mobile phone. You will receive an immediate email with <u>your</u> claim number.
  - b. By email to <u>boots@denisglobal.com</u>. This takes a bit longer (usually 1-2 days after your email is sent) but when your claim is collated and entered into the system you will receive email confirmation of the claim number.
  - c. By post to Boots Dental Plan, PO Box 6905, Basingstoke, Hampshire RG24 4TE

#### Claims resulting from accidental dental injuries

- For treatment to be deemed to be related to an accident, said treatment must be received within two weeks of the date of the injury. Claims are only eligible when the injury has occurred after the commencement date of your policy.
- Please add a neatly written or typed note with your invoice describing the accident. We
  need to know the full circumstances of the accident including what happened, when and
  where it happened and where vou sought emergency treatment.
- 3. Claims made for **treatment** outside of the UK should be supported with a translation into English of the invoice (at the patient's expense) and receipt, along with the original invoice and receipt providing details of the claim.
- The dentist or specialist providing dental treatment outside of the UK must be appropriately
  qualified by a national dentistry body and this must be evidenced in writing on the invoice
  or receipt.

#### Claims for hospital cash benefit only

Following a **hospital** admission for dental **treatment**, please contact **us** on **0333 222 7910** and **we** will assist **you** with the claim as it can be quite complex. **We** will require a letter from **your** consultant detailing the history of the condition and all dates relating to consultations and investigations, along with the outcome of any examinations and dates of stay in **hospital**.

#### Claim eligibility

Claims are only eligible for settlement where **treatment** occurs between the commencement and termination dates of **your policy**, subject to the three month **qualification period** for new **insured persons**. This **qualification period** does not apply to claims for accidental injury and **emergency dental treatment**. Accidental injury and **emergency dental treatment** claims are only eligible for settlement if an injury/emergency **treatment** occurs between the start and end dates of the **policy** and the **treatment** starts within two weeks of the date of the accidental injury and, in the event of an emergency, by **your dentist** outside normal surgery hours or by any other **dentist** whilst **you** are away from home.

#### Fraudulent Claims

**We** strongly believe that **insured persons** are honest, however, fraudulent claims are occasionally made. Where fraud, including exaggerated claims, is detected claims will not be paid. **We** may refer the matter to the police for criminal investigation, the **policy** may be rendered invalid and **we** may take action consistent with **our** legal rights.

#### Claim payments

If your claim is eligible for settlement it will be paid directly into your bank account. Please ensure you have provided your bank details to us via your secure online account at denisglobal.com or include them with your emailed or posted treatment invoice.

## Caring for our customers - how to make a complaint

**We** aim to provide **you** with the highest levels of customer service and care at all times. However, if something has gone wrong, **we** want to do everything **we** can to put it right as quickly and effectively as possible. This is why **we** have put in place a simple procedure for **you** to raise any concerns or complaint **you** may have.

If you wish to make a complaint, in the first instance please contact:

Complaints Department, Boots Dental Plan, PO Box 6905, Basingstoke, Hampshire, RG24 4TE Telephone: 0333 222 7910

Email: boots@denisuk.com

**We** will contact **you** within three days of receiving **your** complaint to inform **you** of what action **we** are taking. **We** will try to resolve the problem and give **you** an answer within four weeks. If it will take **us** longer than four weeks **we** will tell **you** when **you** can expect an answer.

In the event that **you** are unhappy with **our** response to **your** complaint, or **you** have not received **our** response within 8 weeks of the date **we** received **your** complaint, **you** may be eligible to refer **your** case to the Financial Ombudsman Service, **who** can review complaints from eligible complainants, but **you** must do so within 6 months of receiving **our** final response. Further information can be found at:

#### www.financial-ombudsman.org.uk

The Financial Ombudsman Service exists to help resolve complaints when **we** have not been able to resolve matters to **your** satisfaction and the service they provide is free and impartial. Their contact details are as follows:

Financial Ombudsman Service Exchange Tower Harbour Exchange Square London E14 9SR

Telephone: 0800 023 4567 (calls to this number are free on mobile phones and landline) or 0300 123 9123 (Calls to this number cost no more than calls to 01 and 02 numbers.)

Email: complaint.info@financial-ombudsman.org.uk

This complaints procedure does not affect any legal right you have to take action against us.

#### **Financial Services Compensation Scheme**

Capacity Insights, a trading name of Healix Insurance Services Limited, and Hamilton Insurance DAC are both covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the FSCS if either cannot meet their obligations under this contract. This will provide cover for 90% of the claim without any upper limit. Further details about compensation scheme arrangements are available from the FSCS at <a href="https://www.fscs.org.uk">www.fscs.org.uk</a> or telephone **0207 741 4100**.

## How to cancel

Your insurance contract with us is for 12 full months. However, you have a 14-day 'cooling-off' period so that you can study your policy in more detail. If, within 14 days of receiving your policy wording, you decide that this policy is not right for you, you can simply call us on 0333 222 7910, email us at boots@denisuk.com; or write to the Customer Care Manager at the address below to arrange a full refund of any money which you have paid. This full refund will be paid provided that no one on the policy has made a claim in the period of insurance (that is not more than 14 days) before cancellation.

If you wish to cancel your policy outside of the 14-day 'cooling-off' period and you have not made a claim then you can do so, provided you give us at least 7 days' notice, by notifying us in writing or contacting the Customer Care Manager at the address provided below. You will be refunded any premiums you have paid in advance for the rest of the current period of insurance from the date of cancellation. If you have made a claim during the period of insurance then you will be required to pay a full year's premium.

If you do cancel your policy, you must inform your bank or building society if you pay by Direct Debit

If **you** choose to cancel **your policy** and then wish to re-apply in the future, **you** will be required to complete a new application form whereby normal **policy** restrictions apply.

If you cancel your policy, you will no longer be covered and will not be able to make a claim.

Customer Care Manager PO Box 6905 Basingstoke RG24 4TE Tel: 0333 222 7910

Email: Boots@denisuk.com

## **Unpaid Premiums**

If a premium from **you** remains unpaid when due for more than 30 days, then **we** may defer settlement of any claims until such time as the premiums are paid in full. In addition, if the premium remains unpaid for 60 days or if **you** miss a second premium payment, **we** may cancel **your policy** by giving **you** seven days' notice in writing to **your** last known address. **You** will then no longer be covered and will not be eliqible to make a claim.

If **you** cancel and then decide to take out a new **policy**, **you** will be subject to all the terms and conditions of the **policy** starting from **your** new commencement date.

In the event that **you** obtain cover via fraudulent means, or make a fraudulent claim, **we** reserve the right to cancel **your policy**, demand that any such claim settlements are repaid by **you**, and/or take the appropriate legal action against **you**.

## **Sanctions**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provider any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose them to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union. United Kingdom or United States of America.

## **Privacy and Data Protection notice**

#### Data Protection

Hamilton Insurance Dac, the Data Controller, is committed to protecting and respecting **your** privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which they process **your** personal data, for more information please visit **www.hamiltongroup.com** 

## HOW HAMILTON INSURANCE DAC USES YOUR PERSONAL DATA AND WHO THEY SHARE IT WITH

The **insurer** may use the personal data they hold about **you** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal terms, research or statistical purposes and, if they have consent to do so, to provide **you** with information, products or services that **you** request from them or which they feel may interest **you**. They will also use **your** data to safeguard against fraud and money laundering and to meet their general legal or regulatory obligations.

#### SENSITIVE PERSONAL DATA

Some of the personal information, such as information relating to health or criminal convictions, may be required by the **insurer** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for them to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in this notice.

#### DISCLOSURE OF YOUR PERSONAL DATA

The **insurer** may disclose **your** personal data to third parties involved in providing products or services to them, or to service providers who perform services on their behalf. These include their group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

#### INTERNATIONAL TRANSFERS OF DATA

The **insurer** may transfer **your** personal data to destinations outside the European Economic Area ("EEA"). Where they transfer **your** personal data outside of the EEA, they will ensure that it is treated securely and in accordance with the Legislation.

#### YOUR RIGHTS

You have the right to ask the **insurer** not to process **your** data for marketing purposes, to see a copy of the personal information they hold about **you**, to have **your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask the **insurer** to provide a copy of **your** data to any controller and to lodge a complaint with the local data protection authority.

#### RETENTION

Your data will not be retained for longer than is necessary, and will be managed in accordance with the **insurer's** data retention **policy**. In most cases the retention period will be for a period of ten (10) years following the expiry of the insurance contract unless the **insurer** is required to retain the data for a longer period due to business, legal or regulatory requirements.

If **you** have any questions concerning the **insurer's** use of **your** personal data, please contact The Data Protection Officer, Hamilton Insurance DAC - please visit **www.hamiltongroup.com** for full address details

#### CAPACITY INSIGHTS

Capacity Insights are a joint Data Controller and are equally committed to protecting and respecting **your** privacy in accordance with the current Data Protection Legislation ("Legislation"). For more information please visit www.capacityinsights.co.uk/privacy-policy/

If you have any concerns, a complaint or any request regarding Capacity Insights' use of your personal data, please contact:

The Data Protection Officer, Capacity Insights Healix House, Esher Green, Esher, Surrey, KT10 8AB

Or email: privacy@capacityinsights.co.uk

