

## Denis Dental Plan Policy and Disclosure

# ELITE PLAN

**Underwriter/Insurer**  
 This policy is underwritten by Guardrisk Insurance Company Limited (“Guardrisk”) FSP26/10/75

**Your intermediary**  
 Denis Insurance Administrators (Pty) Ltd (“DIA”), FSP26/10/36026

**Type of policy**  
 Short term insurance stated benefit

Denis Dental Plan is not a medical aid and the cover is not equivalent to that of a medical scheme. It is an insurance policy offering financial benefits for every day dental problems, at an affordable premium.

**Operative Clause**  
 In return for the timeous payment of the required monthly premium and subject to the terms and conditions of this policy, Guardrisk will pay specific amounts on the occurrence of specific conditions or events involving dental health. These events and amounts are tabled below.

Rules apply to each insured condition or events which are described in this document.

Claims are valid once a diagnosis has been made by a registered dental practitioner and as such the claim may be submitted to the administrator.

**BENEFITS TABLE**

Insured condition or event	Likely treatment	Cover	Claim frequency	Waiting period
Gingivitis	Scale and polish	R100 per event	Once per insured life in 12 months	3 months
Tooth decay or abscess – poor prognosis of rehabilitation	Tooth extraction	R120 per tooth	Once per tooth	3 months
Tooth decay – good prognosis of rehabilitation	Filling	R250 per tooth	Once per tooth in 3 years; Max 10 teeth in 12 months	3 months
Dental abscess – good prognosis of rehabilitation	Root canal	R700 per tooth	Once per tooth in 5 years; Max 5 teeth in 12 months	3 months
Impacted tooth	Impacted tooth removal	R500 per tooth	Once per tooth	6 months
Severely decayed or damaged tooth.	Crown	R2 000 per tooth	Once per tooth in 5 years Max 2 teeth in 12 months	6 months
Periodontitis	Gum surgery	R1 500 per event	Paid once on the diagnosis of advanced adult periodontitis	6 months

## GENERAL DEFINITIONS

1. **Gingivitis:** is an inflammatory condition that may affect the gums if plaque (germs) is not removed by manual brushing
2. **Rehabilitation:** means the successful rebuilding of a damaged tooth
3. **Prognosis:** The "prognosis" of a condition is the likely chance of successful treatment. For example a poor prognosis of restoring a tooth means that the dentist feels that a tooth is affected too badly by decay or fracture and that there is no point in trying to restore the tooth and rather extract it
4. **Tooth decay:** Also known as "caries" is the bacterial process that results in demineralisation of the tooth structure and subsequent cavitation (creation of a hole). For insurance purposes the tooth is considered decayed once there is either clinical or radiological evidence of cavitation. Marginal leakage which is the visible staining of the margin between an existing filling and the tooth without demonstrated cavitation is not covered in terms of this insurance policy.
5. **Impacted:** Teeth are termed "impacted" where eruption into the oral cavity is impeded by the position of another tooth or the bone of the mandible. Cover is granted only when there is pathology associated with the impacted tooth. Pathology is defined for the purposes of impaction as cysts, tooth resorption, recurrent pericoronitis (an intermittent infection of the gum surrounding a tooth which is in the process of eruption) in the case of partially impacted teeth (infection must have occurred at least two times over a 6 month period), or osteomyelitis (a severe infection of the bone) resulting from the impaction
6. **Dental Abscess:** This is defined as a periapical (tip of the root) or other radicular (root) infection that results from a tooth related pathology (decay or fracture)
7. **Severely decayed or damaged:** This indicates that at least two thirds of the visible tooth structure has been lost to decay or trauma regardless of the nature of the trauma.
8. **Periodontitis:** This is a severe infection of the gums where the attachment of the gum to the tooth is broken down. The severity of the disease is determined by measuring the extent of the attachment loss

## BENEFIT DEFINITIONS, RULES AND CLAIMS PROCEDURE

9. **Gingivitis**
  - 9.1. Once diagnosed and the claim settled, the gingivitis condition is considered properly treated and therefore un-claimable per insured life for a period of 12 months.
  - 9.2. A waiting period of 3 months is required, before this benefit can be claimed.
10. **Tooth decay**
  - 10.1. Enamel fracture due to mastication (chewing) or bruxism (tooth grinding) attracts the same cover as tooth decay.
  - 10.2. Tooth decay is measured on the prognosis of rehabilitation.
  - 10.3. Once diagnosed and the claim settled, the tooth decay with a poor prognosis of rehabilitation is considered properly treated and therefore un-claimable on the policy per individual tooth.
  - 10.4. Once diagnosed and the claim settled, the tooth decay with a good prognosis of rehabilitation is considered properly treated and therefore un-claimable per individual tooth for a period of 3 years.
  - 10.5. Tooth decay with a good prognosis of rehabilitation will attract a different cover amount than tooth decay with a poor prognosis of rehabilitation.

- 10.6. No claim is payable on the same tooth, if a previous claim for pathology associated with impaction has been filed.
- 10.7. Changing existing fillings for reasons including headache, fatigue or other conditions not directly related to the tooth structure is not covered.
- 10.8. Changing of existing fillings for cosmetic reasons is not covered.
- 10.9. Tooth decay cannot be claimed within 5 years of an accidental tooth fracture claim on the same tooth.
- 10.10. A maximum of 10 teeth may be claimed for tooth decay in any 12 months.
- 10.11. A waiting period of 3 months is required, before this benefit can be claimed.
11. **Dental abscess**
  - 11.1. Dental abscess is measured on the prognosis for rehabilitation.
  - 11.2. A dental abscess with a poor prognosis of rehabilitation attracts the same cover amount as tooth decay with a poor prognosis of rehabilitation.
  - 11.3. Once diagnosed and the claim settled, the dental abscess with a poor prognosis of rehabilitation is considered properly treated and therefore un-claimable on the policy per individual tooth.
  - 11.4. Once diagnosed and the claim settled, the dental abscess with a good prognosis of rehabilitation is considered properly treated and therefore un-claimable per individual tooth for a period of 5 years.
  - 11.5. A tooth decay claim cannot be made at the same time for the same tooth.
  - 11.6. The benefit is payable once per tooth regardless of the number of roots on the tooth or number of abscesses associated with the tooth.
  - 11.7. A maximum of 5 teeth may be claimed for a dental abscess in any 12 months.
  - 11.8. Deciduous teeth (milk teeth) are excluded.
  - 11.9. A waiting period of 3 months applies to the condition.
12. **Impacted tooth**
  - 12.1. Teeth that are in the process of eruption, but are not impacted, are excluded.
  - 12.2. Once diagnosed and the claim settled, the individual impacted tooth is considered properly treated. Therefore no further claims will be paid for this tooth.
  - 12.3. A waiting period of 6 months applies.
13. **Severely decayed or damaged tooth**
  - 13.1. A maximum of two teeth are covered in a period of 12 months
  - 13.2. The administrator will require a diagnostic x-ray (such x-ray should be taken before any treatment is attempted) to substantiate claim
  - 13.3. Once diagnosed and the claim settled, the tooth is considered properly treated and therefore un-claimable per individual tooth for a period of 5 years.
  - 13.4. The replacement of existing crowns is not covered.
  - 13.5. Deciduous teeth (milk teeth) are excluded.
  - 13.6. A six month waiting period applies to this benefit.
14. **Periodontitis**

14.1. A CPITN value of 3 or 4 in at least 3 sextants must be measured and reported by the dental professional.

#### **CLAIMS DOCUMENTATION**

A diagnostic report is defined as follows: A report that indicates the existence of the condition and which has been written by a registered dental practitioner. Such report may contain an x-ray analysis or the x-ray itself or an intra-oral photograph, which clearly shows the condition.

The minimum diagnostic reporting should contain the diagnostic description code (ICD-10) and, for benefits which involve a tooth, the relevant FDI tooth number.

A treatment invoice is defined as follows: A treatment invoice indicates that a procedure has been done in order to treat an existing condition. Such invoices usually contain procedure descriptions or diagnostic descriptions.

If the treatment that has been rendered is a treatment that is appropriate for both insured and non-insured conditions, then diagnostic evidence of the original condition is always required to support the claim.

#### **CLAIMS PROCESS**

A claim may only be submitted AFTER a diagnosis by a registered dental health care provider has been completed. The policyholder should notify the dental claims administrator within 3 months. All benefits in respect of valid claims will be paid to the policyholder provided that the insured is in good standing.

The claimant must submit a valid diagnostic report or treatment invoice from a registered dental practitioner.

A medical certificate indicating the nature of the external blow is required where claiming for accidental trauma benefits.

The dental claims administrator may request clinical documentation and/or evidence to support the claim.

A claim may be made telephonically by calling 0860 104940 you will need your policy number and the dental invoice or treatment plan available for the operator.

The dental invoice may be submitted directly by mail to Denis, PO Box 114, Century City, Canal Walk, 7446 or faxed to 021 528 5861

#### **PREMIUM PAYMENT**

The premium is payable monthly and is subject to review. The premium will be debited monthly to the Insured's bank account or a stop order will be made to Denis Insurance Administrators account by the Insured. The premium is due monthly in advance. The Commencement Date of the policy will be the first of the month after which the first premium was deducted and received. If it is not received by the Administrator by the due date, this insurance shall be deemed to have been cancelled at midnight on the last day of the last month for which a premium has been received. The Administrator shall not be obliged to accept any premium tendered to it after the Commencement Date provided that premiums due with effect from the second month of the currency of this Policy will be accepted if paid within 15 days of the due date.

#### **WAITING PERIODS**

15. The waiting periods as specified above will apply from the later of:

15.1. the policy Commencement Date, which is reflected on the policy schedule; and

15.2. the effective date of the inclusion of an insured life

#### **POLICY TERMINATION**

16. Cover under this Policy shall cease on the day that:

16.1. the premiums that are due are unpaid (and as provided for in the above Premium Payment clause);

16.2. the Policyholder dies;

16.3. the Insurer provides 30 (thirty) days written notice of cancellation to the policyholder at the latter's last known address;

16.4. the Policyholder provides 30 (thirty) days written notice of cancellation to the Administrator; or

16.5. the Policyholder or Spouse reaches the maximum expiry age of 65 (sixty five),

whichever of the aforementioned events first occur.

#### **REPUDIATION OF CLAIMS**

Where the Insured/claimant disputes Guardrisk's rejection of the claim, the Insured/claimant has 180 (one hundred and eighty) days from the date of the rejection letter to make representations to Guardrisk in respect of this decision. If the dispute is not resolved at the end of this period then the Insured/claimant must within a further 180 (one hundred and eighty) days institute legal action by way of the service of summons against Guardrisk failing which the Insured/claimant will forfeit her claim and no liability can arise in terms of such claim.

#### **MISREPRESENTATION**

This Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure by or on behalf of the Insured of any material particular, to Guardrisk, in which event, any and all premiums so paid or payable shall be forfeited to Guardrisk.

#### **NO SURRENDERS OR CESSIONS**

This Policy may not be surrendered, assigned or transferred.

#### **CONDITION PRECEDENT**

Strict compliance by the Principal Insured and by the Administrator with all the provisions, conditions and terms of this Policy shall be a condition precedent to liability on the part of Guardrisk hereunder.

#### **POLICY AMENDMENTS**

Guardrisk may amend the terms and conditions of this Policy upon giving the Administrator written notice of such intention at least one (1) month before any premium rate adjustment, and 3 (three) months before any other Policy amendment. The Administrator must inform the Principal Insured of any material amendment of the terms and conditions.

#### **VALUE ADDED TAX**

It is hereby agreed that all sums insured, amounts and limits reflected in this Policy are inclusive of VAT.

#### **FRAUD**

If any claim under this Policy is in any respect fraudulent, or if any fraudulent means or devices are used by the Insured or anyone acting on their behalf to obtain any benefits under this Policy, all benefit under this Policy in respect of such claims shall be forfeited.

#### **JURISDICTION**

Only the courts of the Republic of South Africa shall have jurisdiction to entertain any claims arising out of or in respect of this Policy and the law of the Republic of South Africa shall apply to this Policy. The parties hereby consent to the jurisdiction of the Witwatersrand Local Division of the High Court in respect of all claims and causes of action between them, whether now or in the future, arising out of or in respect of this Policy.

#### **PAYMENTS**

All payments are to be made in the currency of the Republic of South Africa and where payment is to be made to or by Guardrisk it shall be made at Guardrisk's Head Office unless Guardrisk allows otherwise.

**COMMISSION OR OTHER REMUNERATION PAYABLE TO THE ADMINISTRATOR**

Remuneration included in the monthly premium:

Commission of 20% (twenty percent) of the total monthly premium is payable to Denis Insurance Administrators (Pty) Ltd which is inclusive of broker commission

**ADDITIONAL DISCLOSURE DETAILS**

**17. Contact and other details of the Administrator:**

17.1. The Administrator, Denis Insurance Administrators (Pty) Ltd, is an Authorised Financial Services Provider in terms of the Financial Advisory and Intermediary Services Act (FSP number 36026)

17.2. Physical Address: Block D, The Forum, Northbank Lane, Century City, 7441

17.3. Postal Address: PO Box 114, Century City, Canal Walk 7446

17.4. Telephone Number: 0860104940

17.5. Fax Number: 021 528-5861

17.6. Compliance Officer: Sterling Compliance Services: (021) 915-5000

17.7. The Administrator is a company incorporated in terms of South African company legislation. It performs services as an intermediary under the Short Term Insurance Act and Financial Advisory and Intermediary Services Act, entering into short-term policies. It has an agreement with Guardrisk, a cell captive insurer, and has the necessary mandates to act on behalf of Guardrisk

17.8. No professional indemnity insurance is in force

**18. Contact and other details of Guardrisk:**

18.1. Guardrisk is an Authorised Financial Services Provider in terms of the Financial Advisory and Intermediary Services Act (FSP number 75)

18.2. Physical Address: 4th Floor, Alexander Forbes Place, 90 Rivonia Road, Sandton, 2196

18.3. Postal Address: P.O. Box 786015, Sandton, 2146

18.4. Telephone Numbers: 011 669 1000 / 021 401 9929

18.5. Fax Numbers: 011 669 1931 / 021 415 4741

18.6. Compliance Officer: available on above numbers.

**19. Other matters of importance:**

19.1. You, the Insured, must be informed of any material changes in the detail provided above about the Administrator and Guardrisk;

19.2. If the information about the Administrator and Guardrisk was given orally, it must be confirmed in writing within 30 (thirty) days;

19.3. If any complaint to the Administrator and / or Guardrisk is not resolved to your satisfaction, you may submit the complaint to the Registrar of Short term Insurance;

19.4. A polygraph or any lie detector test is not obligatory in the event of a claim and the failure thereof may not be the sole reason for repudiating a claim;

19.5. If the premium is paid by debit order:

19.5.1. it may only be in favour of one person and may not be transferred without your approval; and

19.5.2. Guardrisk must inform you at least 30 (thirty) days before the cancellation thereof, in writing of its intention to cancel such debit order;

19.6. Guardrisk and not the Administrator must give reasons for repudiating your claim;

19.7. Guardrisk may not cancel your insurance merely by informing the Administrator. There is an obligation to make sure the cancellation notice has been sent to you;

19.8. You are entitled to a copy of this Policy document free of charge; and

19.9. You have read and understood the contents of this Policy.

**20. Warnings to Insured:**

20.1. Do not sign any blank or partially completed forms;

20.2. Complete all forms in ink;

20.3. Keep all documents handed to you;

20.4. Make a note as to what is said to you;

20.5. Do not be pressurized to buy the product; and

20.6. Incorrect or non-disclosure by you of relevant facts may influence the Insurer / Administrator regarding any claims made.

**COMPLAINTS PROCEDURE**

If any insurance complaint to the Administrator or Insurer is not resolved to your satisfaction, you may submit the complaint to the following regulators:

**The Short Term Insurance Ombudsman** – in the event of claims problems not satisfactorily resolved

P O Box 32334, Braamfontein, 2017

Tel: 011 726 8900, Share call: 0860 726 890, Fax: 011 726 5501

E-mail: info@osti.co.za Website: www.osti.co.za

**The FAIS Ombud** – in respect of complaints about the Administrator or Guardrisk

P O Box 74571, Lynwood Ridge, 0040

Tel: 012 470 9080 Share call: 0860 324 766 / 0860 FAISOM Fax: 012 348 3447

E-mail: info@faisombud.co.za Website: www.faisombud.co.za

**The Registrar of Short Term Insurance** (Financial Services Board) if any complaint to the Administrator or Insurer is not resolved to your satisfaction

P O Box 35655, Menlo Park, 0102

Tel: 012 428 8000, Fax: 012 347 0221

**Important Notes**

Claim line: 0860104940 (have your policy number ready)

Website: www.denisinsurance.com

Email: claims@denisinsurance.com

Fax: 021 528 5861

Postal address: PO Box 114, Century City, 7446

**How to claim**

You must supply one of the following:

A treatment invoice if you have already been treated by a dentist or

A treatment plan showing what treatment is required and why, or

An accident report detailing what has happened and how

Always ensure your policy number is quoted. A claim form is included in your welcome pack and also available for download on the website.