



### Terms and Conditions - Care Plan

**1. Treatment that the plan covers. The agreement entitles you to receive, at the dentist's discretion:**

- Routine Dental Examinations as recommended by your dentist
- Routine Dental Hygiene Visits – Plan A: 1 per year/Plan B: 2 per year/Plan C: 3 per year / Plan D: 4 per year / Plan E: 5 per year (more visits may be advised but will only be honoured if prescribed by your dentist)
- All radiographs
- Any dental treatment to maintain your oral health (exclusions apply)
- Worldwide Dental Accident and Emergency Cover

**2. Treatment that the plan does not cover**

- Any treatment which you and your dentist agreed to exclude at the start of the contract
- CBTC Scan
- Orthodontic treatment ('braces'). This includes the provision, repair and maintenance of these appliances
- The provision, repair or replacement of dental implants and related superstructures. Unless the need is due to a trauma
- Any treatment needed as a result of a dental injury - an injury to the teeth or supporting structures, including damage to dentures, which is directly caused suddenly and unexpectedly by means of a direct external impact to the mouth. This aspect of the plan is provided by an insurance company which is currently Hiscox, please do ask for a copy of Supplementary worldwide dental accident and emergency prior to signing should you have any queries relating to this cover
- Referral to a specialist or specialist interest clinician which is necessary in the reasonable opinion of your dentist
- Any treatment which is considered cosmetic
- Any treatment which is not clinically necessary in your dentist's opinion
- Temporary crowns when original crown was not constructed by your dentist
- Surgical extraction of wisdom teeth
- Facial aesthetic treatments
- Treatment carried out anywhere other than by your registered dentist
- **Prescriptions:** The contract does not cover pharmaceutical items or prescription fees, which must be paid by you directly to your dentist

### **3. Dental emergency arrangements and insurance entitlements**

Your dentist is obliged to provide reasonable access to out-of-hours emergency dental treatment, either directly, indirectly or through participation in an emergency dental cover arrangement. There will be an emergency fee and/or out-of-hours fee for this service, you are liable for the first £15.00 of the call out fee as per policy wording. It is your responsibility to read the full policy document and the practice takes no responsibility for any claims that are declined.

### **4. Your responsibilities**

You are responsible for keeping appointments made with your dentist and you must pay any 'missed appointment' or 'short notice' fee should you fail to keep your appointment or provide sufficient notice. You must ensure that you also attend your dentist for regular examinations, receive the treatment your dentist advises and you must promptly inform your dentist of any injury, problem or other material matter affecting your oral health; if you fail to ensure any of this you will be liable to pay any fee reasonably charged for treatment necessary to restore your oral health, which could otherwise have been avoided. If, in the reasonable opinion of your dentist, he or she is not able to maintain your oral health due to any act or omission on your part, your dentist may end the agreement immediately by giving notice to that effect. Wensleydale Dental Practice reserves the right to charge for any costs arising from your non-compliance with your obligations as set out in this agreement.

### **5. Alteration of monthly fee**

The monthly fees are subject to change at any time. The practice will endeavour to review monthly fees once per annum whenever possible. Should the fee change (for example, PPD admin fee increases, or increased material or practice running costs) you will be given a minimum of 10 days written notice but usually 1 month's notice (correspondence sent to the payer's email address if provided or last known address by ordinary post will be treated as adequate notice). Should your oral health change, the dentist may change your level of plan, treatment included and associated fee by providing one month's written notice, or less with your consent. If you are not happy with any change in monthly fee, you have the right to terminate the agreement giving your dentist not less than 1 month's notice, expiring on the last day of a calendar month, as detailed in conditions.

### **6. Ending the agreement**

The initial term of your Dental Plan is 12 months from the date of the first payment received. You may end the agreement by giving not less than 1 month's notice to your dentist, expiring on the last day of a calendar month. This agreement cannot be terminated solely due to the dentist delaying treatment on a booked date (time not of the essence for performance). Your dentist may end the agreement by giving you one month written notice expiring on the last day of a calendar month. In the event that you receive discounted treatment, and you terminate this agreement within 12 months of receiving discounted treatment or within 12 months from the end of a course of discounted treatment, you may be liable to refund to the dentist the full amount of the discount offered by the dentist in relation to the treatment or course of treatment received.

### **7. Treatment by another dentist**

The agreement is with your dentist. If your dentist arranges for another dentist or a locum to provide routine care on his or her behalf at Wensleydale Dental Practice this will be covered by these terms. However, where you choose to have routine or emergency care or treatment provided by a practitioner independently of your dentist, any associated costs will not be

covered by these terms. Furthermore, where you are referred by your own dentist to a specialist, or special interests clinician, the costs will not be covered.

## **8. Payment**

You must pay the monthly fee by Direct Debit in favour Wensleydale Dental Practice. Where you are not the payer, you shall ensure that the payer pays any sum due by you under this agreement. You agree that, when making any such payment, the payer acts as your agent and on your behalf. Any other amounts due to the dentist (e.g. prescription fees, pharmaceutical items, laboratory charges or treatment not covered by the agreement) are payable by you directly to the dentist and non-payment of such amounts will constitute a breach of the terms of the agreement. Your liability to pay the monthly fee continues until your registration with Wensleydale Dental Practice is ended in accordance with this Agreement. **Direct debit payments will be collected on or around the 1<sup>st</sup> of the month. Should collection fail for any reason, we will represent and attempt to collect payment again 10 days later.** Membership of the Dental Plan will commence on receipt of the first payment, unless otherwise agreed with Wensleydale Dental Practice.

## **9. Non-payment**

- Non-payment of one fee: If you fail to make a monthly payment, Wensleydale Dental Practice will inform you accordingly and attempt to collect two payments in the following month.
- Non-payment of two fees: If you fail to make two successive payments, Wensleydale Dental Practice will inform you that your contract has been cancelled. Insurance cover will cease from the date of the first failed payment.
- Refunds: Under these Terms of Registration, no refunds of any previously paid amounts are allowed, so long as your consumers Statutory Rights are not affected.
- Insurance claims may be settled at Hiscox discretion and they reserve the right to refuse any insurance claim relating to an incident that occurred during the unpaid period.

## **10. Agreement not transferable to another dental practice**

As the Agreement is with your dentist, you may not transfer it to another practice or dentist. You are not entitled to assign or sub-contract any rights or obligations you may have to any other person. If you are considering changing your dentist, please contact Wensleydale Dental Practice who will advise you on how to cancel, ensuring your oral health is maintained.

## **11. Treatment outside the agreement**

Nothing in these Terms of Registration prevents you and your dentist agreeing that he will provide treatment outside your entitlement under the agreement, which may necessitate payment of fees in addition to fees paid for any discounted treatment or fees to cover the full cost of treatment.

## **12. Liabilities**

- Patient Plan Direct (PPD) administers Wensleydale Dental Practice registrations and collects monthly fees on behalf of your dentist. The agreement is not with PPD and PPD has no liability to you (including, without limitation, negligence, breach of contract, defective or unsatisfactory treatment, or otherwise) in connection with any agreement it administered on behalf of your dentist. This does not affect any right or remedy you may have against your dentist.

- Wensleydale Dental Practice has no liability to you if it suffers an event outside its control (including but without limitation, illness, technical failure, force majeure), which prevents or delays the dentist being able to perform his/her obligations.
- Wensleydale Dental Practice has no liability to you if its failure or delay in performance is because it is not given the correct information or cooperation by you.
- Insofar as this agreement is between you and your dentist Wensleydale Dental Practice has no liability to you including but without limitation, negligence, breach of contract, defective or unsatisfactory treatment or otherwise. This does not affect any right or remedy you may have against your dentist.

### **13. Global Dental A&E Scheme**

Details and Terms and Conditions of The Global Dental A&E Scheme included in the benefit of your Dental Plan, can be found at [www.globaldentalscheme.co.uk](http://www.globaldentalscheme.co.uk)

14. By signing the mandate form and providing us with your personal details means you are happy with the above terms and conditions and have read and understood each point. If you require any clarity on any of the points above please speak to a member of our team and this will be explained further.