



AFFINITY
DENTAL

Policy Document
2018

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1. BACKGROUND

The Policyholder named in the Policy Schedule has applied to the Insurer for the insurance as hereinafter set out. The Insurer hereby agrees to accept the risk in terms of this contract of Insurance or any endorsement, alteration or variation to it, made in writing, subject to:

- 1.1 any proposal or other information supplied by, or on behalf of, the Insured Person;
- 1.2 disclosure of all facts and circumstances known to the Insured Person that might be material to the assessment of the risk insured hereby, and which information forms part of the underwriting basis of this policy; and
- 1.3 the condition of prior payment of the Premium by, or on behalf of, the Policyholder and the receipt thereof by, or on behalf of, the Insurer notwithstanding anything on the contrary set out in this Policy or any section thereof.

2. DEFINITIONS

- 2.1 **"Adult"** means a Member who is 18 years or older, excluding students who are younger than 26 and dependants who are permanently physically and mentally disabled.
- 2.2 **"Benefit"** means the Benefit amount as set out in the Policy Schedule, provided by the Insurer in terms of this Policy.
- 2.3 **"Benefit Start Date"** means the date on which a Member becomes entitled to benefits, upon completion of Waiting Periods.
- 2.4 **"Commencement Date"** means the date on which the application for this insurance becomes effective, as specified in the Policy Schedule.
- 2.5 **"Defined Event"** means the event which gives rise to the Member having to seek dental treatment as set out in the schedule hereto, but excludes instances where, in the opinion of the insurer, multiple treatments are sought and/or accepted where fewer treatments will suffice or other non-essential and premeditated acts of selection against the insurer.

- 2.6 “**Dependent Child(ren)**” means
- 2.6.1 The named child of a Policyholder under the age of 18 (eighteen) years, including a stepchild, sisters and brothers, a natural child or legally adopted child, including a child adopted in terms of a customary adoption under a tradition practiced by the people of South Africa provided that the child’s natural parents are both deceased, or an adoption under the tenets of any religion practice by the people of South Africa provided that the child’s natural parents are both deceased;
 - 2.6.2 A child of a Policyholder being permanently mentally or physically disabled and totally dependent upon the Policyholder;
 - 2.6.3 A child of a Policyholder under the age of 26 (twenty-six) years who is a student at any registered university, technikon or tertiary education institution, registered in terms of any legislation in the Republic of South Africa or such other institution as may be approved, in Writing, by the Insurer and who is unmarried;
 - 2.6.4 Any other person approved by Affinity Dental.
- 2.7 “**Formulary**” means the exhaustive lists of procedures, prices and service providers , as approved and amended from time to time by Affinity Dental, which together constitutes the maximum limit of Benefits which Affinity Dental will be bound to pay in terms of this Policy.
- 2.8 “**Member**” means each individual insured under this Policy, including dependants.
- 2.9 “**Policy Schedule**” means the long-term insurance policy schedule issued to the Policyholder in terms of section 48 of the Long-term Insurance Act.
- 2.10 “**Premium**” means the premium payable to the Insurer on a monthly basis in terms of this Policy in order to secure the Benefits.
- 2.11 “**Policyholder**” means the person who applies for Insurance Cover under this Policy.
- 2.12 “**Service Provider**” means a dentist that is part of Affinity Dental’s appointed Dentists Network.
- 2.14 “**Spouse**” means the named Spouse of a Policyholder, including any life partner. Not more than one Spouse shall be covered in respect of each Policyholder.
- 2.15 “**The/This Policy**” means this insurance agreement concluded between the Insurer and the Policyholder in respect of the Benefits underwritten by the Insurer.

- 2.16 “Waiting Period” means the number of months/days you have to wait from the Commencement Date before you can access your Benefits.
- 2.17 “Writing” (or words of similar meaning) means legible writing, in English, and includes any form of electronic communication contemplated in the Electronic Communications and Transactions Act, 25 of 2002.
- 2.18 “Year” means a calendar year of 365 days.
- 2.19 Any reference to the singular includes the plural and vice versa; and
- 2.20 Any reference to a gender includes the other gender.
- 2.21 The clause headings in this Policy have been inserted for convenience only and shall not be taken into account in its interpretation.
- 2.22 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, effect shall be given to it as if it were a substantive clause in the body of the Policy, notwithstanding that it is only contained in the interpretation clause.
- 2.23 This Policy shall be governed by, construed and interpreted in accordance with the law of the Republic of South Africa.

3. GENERAL PROVISIONS

- 3.1 This Policy together with the schedule and application form constitute the entire Policy and no other conditions, stipulations, warranties and representations whatsoever have been made by any party or that party's agent, other than as specifically included herein.
- 3.2 Unless otherwise provided for, Insured Persons must be below the age of 55 (fifty-five) years at the time of application.
- 3.2.1 Benefits for Insured Persons will cease at the age of 65 (sixty-five) years, unless otherwise agreed. In the event of Benefits ceasing for the Policyholder, this Policy shall cease and no further Benefits shall be payable to any member.

- 3.3 There is a 1 (one) month cooling off period to cancel the Policy. If the Policyholder does not wish to continue with their Affinity Dental Policy, he/she must inform Affinity Dental within 1 (one) month of receiving it. Any Premiums paid will be refunded and Affinity Dental will confirm in writing that the Policy has been cancelled. Should cancellation fall outside this 1 (one) month period, Premiums will not be refunded.
- 3.4 Insurance cover shall commence on the Commencement Date subject to receipt of the first Premium by the Insurer.
- 3.5 This Policy and the Policy Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Policy Schedule shall bear specific meaning wherever it may appear.
- 3.6 The Policyholder will be notified of any changes to the terms and conditions, including the Premium of the Policy by giving the Policyholder 1 (one) month notice in writing to the Policyholder's last known address or email address. Changes will only be made in order to reflect a change in the Policyholder's circumstances (i.e. premium age band changes), or in the event of a change in the law affecting this Policy, or changes to Affinity Dental's underwriting or actuary recommendations (i.e. changes in benefits). If the changes are acceptable to the Policyholder, the policy will continue. If changes are not acceptable, the Policyholder may cancel this Policy in accordance with Sections 5 (Amendment/Upgrade/Cancellation Procedures). If the Policyholder cancels the Policy, no claim will be payable in respect of any claim after the next due date following the date that notice of cancellation was received.
- 3.7 This Policy may be cancelled at any time by the Insurer giving 1 (one) month notice in writing or such other period as may be mutually agreed upon.
- 3.8 This Policy is not assignable. Compensation shall be payable only to the Insured Person or their estate, whose receipt shall for all intents and purposes discharge the Insurer.
- 3.9 This Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure of any particular material fact to this insurance by or on behalf of an Insured Person.
- 3.10 This Policy does not accumulate cash or surrender value and may not be converted into a paid up product.

4. WAITING PERIODS

- 4.1 The following Benefits are subject to a 1 (one) month Waiting Period from Commencement Date:
- Emergency Examination
 - Infection Control

- 4.2 The following Benefits are subject to a 3 (three) month Waiting Period from Commencement Date:
- Full Mouth Examination or Scale and Polish
 - Intraoral Radiographs
 - Extractions
- 4.3 The following Benefits are subject to a 6 (six) month Waiting Period from Commencement Date:
- Fillings
 - Root Canal
 - Impaction
 - Crowns
- 4.4 The following Benefit is subject to a 12 (twelve) month Waiting Period from Commencement Date:
- Specialist Dentistry

5. AMENDMENT/UPGRADE/CANCELLATION PROCEDURE

- 5.1 Should you wish to change your personal details, amend any option or add dependants onto your existing product please contact the Affinity Dental offices directly on 0861 55 55 22, or e-mail info@affinitydental.co.za along with your membership number.
- 5.2 You may cancel your membership by giving written notification. You will, however, still be covered for the remainder of the month for which the last Premium was collected. No Premiums will be refunded in instances where Benefits are not utilised by a Member.
- 5.3 Should you wish to reinstate your Policy after cancellation, you may do so within 2 (two) months from the cancellation becoming effective. However, the Commencement Date of the Policy will change to that of reinstatement, and the standard Waiting Periods mentioned herein will apply.
- 5.4 Affinity Dental reserves the right to cancel or vary your membership or that of any of your dependants by giving written notification, where possible, if you or any of your dependants:
- 5.4.1 Provide false information or fail to disclose pre-existing conditions when applying for any option;
 - 5.4.2 Provide false information upon submission of a claim;
 - 5.4.3 Allow any other person to use your membership card;
 - 5.4.4 Commit any other fraudulent act;
 - 5.4.5 Fail to pay Premiums;
 - 5.4.6 Generally act in a manner indicative of a premeditated selection against the Insurer.
- 5.5 No amendment or cancellation of the Policy shall be of any force and effect unless such amendment or cancellation is in writing and signed by Affinity Dental.

6. PREMIUM PAYMENTS

- 6.1 Premiums are payable monthly in advance via debit order from the chosen bank account of the Policyholder on the day of the month selected by him/her from the list of dates provided. If the Premium is not paid on the payment date, you have a 15 (fifteen) day grace period after which we will automatically deduct the Premium from the same account to ensure continuous cover for the period for which you did not pay. If your Premiums are paid monthly, the grace period will only apply from the second month of cover. If your contributions fall in arrears for more than 1 (one) month without alternative arrangements being made, your membership will lapse.
- 6.2 If your membership lapses due to non-payment you may, subject to the exercise of its discretion by Affinity Dental, reinstate the product within the first 2 (two) months of such lapsing by making application for reinstatement in accordance with section 5 above.
- 6.3 The Insurer can increase the Premium annually at its discretion and based on the actuarial considerations, provided that the Policyholder is notified of any such increase in writing, 1 (one) month in advance.

7. BENEFITS

The following Policy Benefits are payable, subject to the Affinity Dental formulary:

- 7.1 **Silver Plan**
- | | | |
|-------|--|---|
| 7.1.1 | Emergency Examination | Unlimited consultations available if a Member is in pain or discomfort deriving from any form of dental occurrence. |
| 7.1.2 | Infection Control | No annual limit, but limited to 2 (two) codes per consultation. This Benefit includes sterilisation of equipment. |
| 7.1.3 | Full Mouth Examination or Scale and Polish | Once per 6 (six) month interval. Full Mouth Examination includes inspection of the teeth and surrounding tissues of the oral cavity. Scale and Polish involves the removal of all tartar build up on the teeth. |
| 7.1.4 | Introral Radiographs | 2 (two) films per Member per year. |
| 7.1.5 | Extractions | 3 (three) extractions per Member per year. |
| 7.1.6 | Fillings | 3 (three) restorations per Member per year. 1 (one) restoration code per tooth number in a 12 (twelve) month period. Amalgam fillings only. |
| 7.1.7 | Specialist Dentistry | Additional R640 per policy per year, covering any events not mentioned above. Pre-authorisation is required. |

7.2

Gold Plan

- 7.2.1 Emergency Examination
Unlimited consultations available if a Member is in pain or discomfort deriving from any form of dental occurrence.
- 7.2.2 Infection Control
No annual limit, but limited to 2 (two) codes per consultation. This Benefit includes sterilisation of equipment.
- 7.2.3 Full Mouth Examination or Scale and Polish
Once per 6 (six) month interval. Full Mouth Examination includes inspection of the teeth and surrounding tissues of the oral cavity. Scale and Polish involves the removal of all tartar build up on the teeth.
- 7.2.4 Introral Radiographs
3 (three) films per Member per year.
- 7.2.5 Extractions
5 (five) extractions per Member per year.
- 7.2.6 Fillings
4 (four) restorations per Member per year. 1 (one) restoration code per tooth number in a 12 (twelve) month period. Resin posterior fillings are covered up to the value of amalgam fillings. Pre-authorisation is required for more than 3 (three) fillings.
- 7.2.7 Root Canal
1 (one) tooth per Member per year. Emergency Root Canal is covered under this Benefit and has no Waiting Period.
- 7.2.8 Impaction
the removal of 2 (two) teeth per member per year, as a result of impaction. This Benefit is only applicable to wisdom teeth.
- 7.2.9 Crowns
1 (one) tooth per Member per year, up to a maximum of R2000. 1 (one) crown per tooth number per 5 (five) year period. Pre-authorisation is required.
- 7.2.10 Specialist Dentistry
Additional R1 250 per policy per year, covering any events not mentioned above. Pre-authorisation is required.

7.3

Platinum Plan

- 7.3.1 Emergency Examination
Unlimited consultations available if a Member is in pain or discomfort deriving from any form of dental occurrence.
- 7.3.2 Infection Control
No annual limit, but limited to 2 (two) codes per consultation. This Benefit includes sterilisation of equipment.
- 7.3.3 Full Mouth Examination or Scale and Polish
Once per 6 (six) month interval. Full Mouth Examination includes inspection of the teeth and surrounding tissues of the oral cavity. Scale and Polish involves the removal of all tartar build up on the teeth.
- 7.3.4 Intraoral Radiographs
4 (four) films per Member per year.
- 7.3.5 Extractions
7 (seven) extractions per Member per year.

- 7.3.6 **Fillings** 5 (five) restorations per Member per year. 1 (one) restoration code per tooth number in a 12 (twelve) month period. Resin posterior fillings are covered up to the value of amalgam fillings. Pre-authorisation is required for more than 3 (three) fillings
- 7.3.7 **Root Canal** 2 (two) teeth per Member per year. Emergency Root Canal is covered under this Benefit and has no Waiting Period.
- 7.3.8 **Impaction** The removal of 3 (three) teeth per member per year, as a result of impaction. This Benefit is only applicable to wisdom teeth.
- 7.3.9 **Crowns** 2 (two) teeth per Member per year, up to a maximum of R2 000 per tooth. 1 (one) crown per tooth number per 5 (five) year period. Pre-authorisation is required.
- 7.3.10 **Specialist Dentistry** Additional R1 900 per policy per year, covering any events not mentioned above. Pre-authorisation is required.

7.4

Platinum Plus Plan

- 7.4.1 **Emergency Examination** Unlimited consultations available if a Member is in pain or discomfort deriving from any form of dental occurrence.
- 7.4.2 **Infection Control** No annual limit, but limited to 2 (two) codes per consultation. This Benefit includes sterilisation of equipment.
- 7.4.3 **Full Mouth Examination or Scale and Polish** Once per 6 (six) month interval. Full Mouth Examination includes inspection of the teeth and surrounding tissues of the oral cavity. Scale and Polish involves the removal of all tartar build teeth.
- 7.4.4 **Intraoral Radiographs** 4 (four) films per Member per year.
- 7.4.5 **Extractions** 7 (seven) extractions per Member per year.
- 7.4.6 **Fillings** 5 (five) restorations per Member per year. 1 (one) restoration code per tooth number in a 12 (twelve) month period. Resin posterior fillings are covered up to the value of amalgam fillings. Pre-authorisation is required for more than 3 (three) fillings.
- 7.4.7 **Root Canal** 2 (two) teeth per Member per year. Emergency Root Canal is covered under this Benefit and has no Waiting Period.
- 7.3.8 **Impaction** The removal of 3 (three) teeth per member per year, as a result of impaction. This Benefit is only applicable to wisdom teeth.
- 7.4.9 **Crowns** 2 (two) teeth per Member per year, up to a maximum of R2 500 per tooth. 1 (one) crown per tooth number per 5 (five) year period. Pre-authorisation is required.
- 7.4.10 **Specialist Dentistry** Additional R2 500 per policy per year, covering any events not mentioned above. Pre-authorisation is required.

7.4.11 Partial Plastic Dentures

1 (one) set of partial plastic dentures per Member every 48 (forty-eight) months.

8. CLAIMS

- 8.1 All claims under this Policy are covered when your Premium is paid. If the Service Provider charges a rate above the Benefit payable under this policy then such difference is payable by the Member. The Member is encouraged to first obtain a quotation from the Service Provider before agreeing to the treatment.
- 8.2 Dental claims can be emailed to claims@dentalrisk.com
- 8.3 All claims must be submitted to National Risk Managers on the prescribed form within 3 (three) months of the service date. Failure to do so will result in the claim not being entertained.
- 8.4 In the event that the Insurer repudiates liability for any claim under the Policy, the claimant shall have 90 (ninety) days from the date of notice of the repudiation within which to make representations to the Insurer disputing the repudiation of the claim. If the claimant concerned does not, in respect of the subject matter of such claim, within 12 (twelve) months, after the 90 (ninety) day period to make representations, commence legal proceedings in a competent court and prosecute such proceedings to final judgment, any liability of the Insurer shall be extinguished and no benefits shall be payable in respect of such claim and/or the insured event concerned.

9. EXCLUSIONS

- 9.1 Affinity Dental shall not be liable for any claims in respect of any Member:
- 9.1.1 being over the age of 65 (sixty five) (unless otherwise provided for herein);
 - 9.1.2 if caused by self-injury or intentional exposure to obvious risk of injury (unless in an attempt to save a human life);
 - 9.1.3 caused by, or as a result of, the influence of alcohol, drugs or narcotics upon such Insured Person, unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession (other than himself);
 - 9.1.4 caused by, or arising from, exposure to or contamination by atomic energy and/or nuclear fission or reaction;
 - 9.1.5 whilst participating in any riot, civil commotion or public disorder, or active involvement in war, acts of terrorism, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or political risk of any kind;
 - 9.1.6 whilst participating in a Professional Sport;
 - 9.1.7 for elective cosmetic treatment and any costs resulting therefrom;
 - 9.1.8 for any hospitalisation required to perform a dental procedure.

10. DISPUTE RESOLUTION

- 10.1 This agreement shall be governed, interpreted and construed in accordance with the laws of the Republic of South Africa. Any legal action or proceedings arising out of or in connection with this Policy which is to be instituted in a court of law shall be brought in the High Court of South Africa and irrevocably submitted to the exclusive jurisdiction of such court.

11. NEW LAWS

If, at any time after the Commencement Date, any legislation, rulings or regulations (including any taxation laws) applying to this Policy, comes into operation, the Insurer shall be entitled to a 3 (three) month prior written notice to the Policyholder, to change, amend or alter any terms or conditions of this Policy in order to comply with such legislation, rulings or regulations (including any tax laws) or otherwise to be placed in the same position it would have been was it not for the legislation, rulings or regulations becoming applicable.

12. DOMICILIUM

- 12.1 The *domicilium citandi et executandi* of a Policyholder shall be the address set out in the application form or such later address as notified in writing.
- 12.2 For purposes of this Insurance policy, the Insurer's address shall be 1st Floor, Block D, The Boulevard Office Park, Searle Street, Woodstock, 7925

- 12.3 Any notice given in terms of this Policy shall be in writing and shall –
- 12.3.1 if delivered by hand be deemed to have been duly received by the addressee on the date of delivery;
 - 12.3.2 if posted by prepaid registered post be deemed to have been received by the addressee on the 8th (eighth) day following the date of such posting;
 - 12.3.3 if transmitted by facsimile be deemed to have been received by the addressee on the day following the date of dispatch, unless the contrary is proved;
 - 12.3.4 if transmitted via email, be deemed to have been received by the addressee on the day of the transmission, unless the contrary is proved.
- 12.4 Notwithstanding anything to the contrary contained or implied in the Policy, a written notice or communication actually received by the Insurer or a member from the other as the case may be, including by way of facsimile transmission or electronic mail shall be adequate written notice or communication to such party.

13. SHARING OF INSURANCE INFORMATION

- 13.1 The Policyholder, by making this application for insurance, acknowledges that the sharing of insurance information for underwriting and claims purposes (including credit information) between insurers is in the public interest as it enables insurers to underwrite policies and assess the risks fairly and to reduce the incidence of fraudulent claims with a view to limiting premiums.
- 13.2 The Policyholder, on his/her own behalf or any person who is represented, hereby waives any rights to confidentiality with regards to underwriting or claims information (including credit information) that has been provided by any person in respect of any insurance Policy or claim made or lodged by the Policyholder.
- 13.3 The Policyholder acknowledges that the insurance information so provided may be stored in the shared database and used as set out above as well as for any decision pertaining to the continuance of the Policyholder's Policy or the meeting of any claim the Policyholder may submit.



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