

## DENTALIS- DENTAL INSURANCE

### General conditions

#### Purpose of the insurance

The objective of the SMA Neutra, insurer, is to offer, exclusively to the members of its affiliated mutual health insurance funds, health insurance within the meaning of branch 2 of Annex 1 to the law of 13 March 2016 on status and control insurance and reinsurance undertakings with regard to the non-life activity group, as well as additional cover for risks which belong to assistance as referred to in branch 18 of the appendix 1 of the aforementioned law.

This guarantees additional reimbursement of healthcare costs that remain payable by the beneficiary, after deduction of legal intervention (health insurance, insurance against occupational accidents, etc.) or that of another insurance (personal, family or group contract with the same purpose) or any other reimbursement of any kind.

#### Definitions

##### 1.1. Accident

Sudden event, beyond the control of the insured and the cause of which is external to the body of the insured.

##### 1.2. Insurance year

The first insurance year ends on December 31 of the year during which the contract came into force. Then, each insurance year corresponds to a calendar year

##### 1.3. Complementary insurance

All the services offered by Health Insurance Societies and listed in article 3 paragraph 1 b) and c) of the law of 6 August 1990 on health insurance societies and national unions of health insurance societies as well as in article 67 of the law of 26 April 2010 laying down various provisions regarding the organization of supplementary health insurance.

##### 1.4. Similar dental insurance

Any type of indemnity insurance whose reimbursements cover the costs actually invoiced to the insured and which is involved in dental care services:

- up to at least 50% in the costs remaining payable by the insured;
- with an annual coverage of at least 500 euro;
- which is not limited to an intervention for services covered under the compulsory Health and Indemnity Insurance.

##### 1.5. Insured

Person on whose head the risk of occurrence of the insured event rests. The insured person (s) is (are) identified in the insurance policy.

##### 1.6. Beneficiary

Person in whose favour insurance benefits are stipulated.

##### 1.7. Insurance contract

Contract under which, upon payment of a premium, the insurer, the SMA Neutra, undertakes towards the policyholder to provide a service stipulated in the contract in the event of an uncertain event that, as the case may be, the insured or the beneficiary have an interest in not being carried out (called "contract" below).

The insurance contract consists of the general conditions, the specific conditions and the insurance policy (including any future amendments). In no case may the insurance contract derogate from the statutes of the SMA Neutra.

##### 1.8. Effective date of the contract

Date indicated in the insurance policy or, if applicable, in the amendments thereto, for the coverage of future insured, provided that the policy or the amendment is returned duly signed by the policyholder and that the premium is paid before the end of the month in which the effective date of the insurance policy or its amendment takes place.

##### 1.9. Extra-legal intervention

Any reimbursement received under personal, family or collective agreements having the same purpose as this contract, including the complementary insurance of mutual societies.

##### 1.10. Legal Intervention

Any reimbursement provided for under legislation relating to Compulsory Health and Disability Insurance, industrial accidents and occupational illnesses.

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### **1.11. Orthodontics**

Dental specialty intended for the correction of bad positions of the jaws and teeth.

### **1.12. Periodontology**

Dental specialty treating diseases of the gums and the supporting tissues of the tooth.

### **1.13. Qualifying period**

Period during which SMA Neutra is not liable for any reimbursement

### **1.14. Policy holder**

Person who takes out insurance for himself and / or for the benefit of other insured person (s), and who is required to pay the premiums.

### **1.15. Dental implants and prostheses**

Elements intended to replace one or more missing teeth or to reconstitute one or more severely damaged teeth. It can be fixed or removable.

Removable dental prosthesis: resin base or metal frame serving to support replacement teeth. (Repair and relining of the prosthesis are included).

Fixed dental prostheses:

- dental crown placed on a damaged tooth in order to protect it;
- bridge, consisting in replacing one or more missing teeth using existing neighbouring teeth;
- dental implant, artificial root, fixed in the bone and used to support a crown or bridge

### **1.16. Health Insurance receipt**

Document issued by the health insurance society as part of the financial settlement for the intervention of compulsory insurance for the insured having been

## **Articles**

### **Article 1 – Subscription conditions and insurability**

§1. The followings Neutral Health Insurance members may be insured with SMA Neutra:

- Neutral Health Insurance;
- Mutualia, Neutral Health Insurance;

And, stay that way as long as they are members.

It is referred to in article 5 of the statutes of SMA Neutra as to the notions of member of a health insurance company and their consequences on the quality of insured at SMA.

§2. There is no age limit to be insured.

### **Article 2 – Solidarity principle**

The presence of a pre-existing illness and ailment (accident or handicap) on the part of an insured person does not result in the rejection of this insured person, no increase in premiums, or restriction of the intervention of SMA Neutra.

### **Article 3 – Conclusion of the contract**

Upon receipt of a subscription form, an insurance policy is sent to the prospective policyholder. The latter has 14 days to return the duly signed copy to SMA Neutra for concluding the contract.

subject to the payment of benefits outside the framework of the third party payer.

### **1.17. Dental care**

Services included in the royal decree of 1 June 1934 regulating the practice of dentistry, supplemented by the royal decree of 9 November 1951 and provided on an outpatient basis by a healthcare provider approved by the competent authority and holder of one of the following professional titles:

- General dentist;
- dentist specialist in orthodontics, periodontology or endodontics;
- doctor with a diploma in dentistry or a master in dental sciences;
- Specialist in stomatology, facial, mouth and jaw surgery.

### **1.18. Curative dental care**

Care intended for dental treatment such as: dental extractions, conservative care as well as urgent technical services, radiology and minor oral surgery (services included in Article 14 I of the nomenclature of health services of the Compulsory Health and Indemnity Insurance, the codes of which are followed by the "+" sign).

### **1.19. Preventive dental care**

Care intended to prevent or detect dental problems.

### **1.20. Moderator ticket (patient contribution)**

Difference between the price of the legal fees and the Health and Disability Insurance reimbursement

The effective date of the contract is shown on the insurance policy: please refer to it.

### **Article 4 – duration of the contract and termination**

- §1. The insurance contract is concluded for life except in situations defined in §§ 2 and 3.
- §2. The insurance contract ends automatically upon the death of the policyholder.  
The cover ends for the insured:
- At the time of his death;
  - When he ceases to be a member of one of the health insurance listed in article 1, §1 above;
  - When he acquires the status of "member of a health insurance company affiliated to SMA Neutra, the possibility of benefiting from the advantages of the complementary insurance services being eliminated". Reference is made to article 5 of the statutes of SMA Neutra for the rest.
- §3. Except when a minimum duration is provided for in the contract, the contract can be terminated at any time. In this case, the contract ends:
- By the policyholder, by sending a registered letter to SMA Neutra, by bailiff exploit, or by delivery of the termination letter against receipt.  
In this case, the coverage ends on the 1st day of the month following the sending of the registered letter, the bailiff's

performance or the delivery of the termination letter against receipt;

- By the SMA Neutra in the event of default of payment of the premium, in accordance with article 11. below;
- By the SMA Neutra in the event of fraud or attempted fraud by the policyholder and / or the insured.

§4. In the situations defined in §§ 2 and 3, the insurance cover is guaranteed for the hospitalization in progress at the time the termination takes effect. However, any premiums and arrears remain due from the policyholder. If necessary, the SMA Neutra will make a compensation between its intervention and the debt of the policyholder.

§5. In the situations specified in §§ 2 and 3, the premiums paid are reimbursed fully or partially, in proportion to the unexpired month, within 30 days from the effective date of termination.

#### **Article 5 – Applicable Law**

Belgian law governs the contract.

#### **Article 6 – Qualifying period**

§1. The qualifying period is set at six months from the date the warranty starts.

§2. By way of derogation from §1, the qualifying period is 12 months for:

- reimbursement of orthodontic services, prostheses and implants;
- People who get insured after the age of 65

§3. There is an exemption from qualifying period in the situations and conditions described below:

- accidents which occurred after the warranty period started;
- the dependent newborn of one of the parents registered with DENTALIS before the date of birth.

Alternatively, it is reduced for persons who, the day before their DENTALIS insurance became effective, were insured with a similar dental insurance and whose premiums were paid in full. The duration of the qualifying period is reduced by the insurance period already completed.

#### **Article 7 – Intervention limits**

§1. The coverage provides reimbursements for the costs left to the insured after deduction of:

- Legal intervention. However if, for any reasons, the insured cannot be granted the legal intervention, a fictive identical reimbursement will be taken into account.
- Reimbursements received under any other personal, family contract or any reimbursement of any kind whatsoever, with the exception of those granted by Neutra +, Neutra Comfort or Neutra Top products.

§2. Premiums relating to the insurance contract must be paid in order for the right to reimbursement to be granted.

§3. For prostheses and implants, the same treatment can only be renewed once every seven years.

§4. The claim for the payment of reimbursements shall expire after three years from the date of realization of the risk covered under the insurance policy.

§5. All interventions are limited by an annual maximum coverage per calendar year as stipulated in the specific conditions.

#### **Article 8 – Formalities in the event of a request for reimbursement**

The insured must report the claim to SMA Neutra in writing as quickly as possible, using the document provided.

Insofar as necessary, the insured must attach to the request for intervention, any document, certificate and report likely to prove the existence and the degree of seriousness of the event.

The insured sends, as far as possible, the original of all supporting documents (invoice, receipt, etc.).

In the event of the beneficiary's death, benefits are paid to his heirs.

The heir agrees to send the SMA Neutra:

- either a notarial deed of inheritance;
- either a deed of notoriety (justice of the peace of the heir's living place);
- either an inheritance certificate (SPF Finances).

#### **Article 9 – Exclusions**

Dental does not provide reimbursements in the following cases:

- Accidents or diseases that cannot be verified by a medical examination ;
- Aesthetic or cosmetic treatments (whitening, veneer...)
- Diseases or accidents that occurred :
  - o While you were in a state of intoxication or under the influence of drugs, narcotics or medication, used without a medical prescription, unless there is a proof that there is no causal relationship between the disease or accident and these circumstances or if the insured provides evidences that he or she consumed these beverages or narcotics without being aware, or if he or she was forced to do so by a third party ;
  - o Because of alcoholism, drug addiction or drug abuse.
- War events (whether the insured is a civilian or serving in the military);
- Civil unrest or riots (unless the insured person did not take an active part in these events or in the case of self-defence.
- Incidents during the practice of aerial sports or sports involving a motor vehicle, as well as any kind of professional sports.
- The consequences of an intentional act on the part of the insured (unless the insured proves that he or she was rescuing people or property) or attempted suicide; crimes and offenses committed by the insured, as well as reckless acts, bets or challenges.
- The direct or indirect effect of radioactive substances or artificial acceleration processes of atomic particles (with the exception of the

use of radioactive material for medical purposes).

- Intentional mutilation.
- Accidents during which the insured is part of the crew of an air transport, or performs a professional or other activity related to the flying aircraft during the flight.
- The services listed in Article 14I of the Annex to the Royal Decree of 14 September 1984 establishing the classification of healthcare services for the compulsory health care insurance and services whose the codes are not followed by a "+" sign;
- Medication.

#### **Article 10 – Scope and territoriality**

The specific conditions specify the extend of coverage.

A healthcare provider as defined in definition 1.17., above must provide the services.

Coverage is valid in Belgium and in the European territories of the following countries: Germany, France, Grand Duchy of Luxembourg and the Netherlands.

#### **Article 11 – Premiums**

The premiums are detailed in the specific conditions relating to each product.

The premiums due are payable in advance per month, quarter, semester or year by direct debit or annually by bank transfer.

The premium is due by the policyholder as soon as he has received the due notice and is calculated according to the age of the insured. Age is calculated by subtracting the year of birth from the current year.

In the event of default of payment of the premium due or part thereof, the SMA Neutra is entitled to terminate the guarantee by registered letter with summons to pay within fifteen days from the day following its deposit. at the post office. The termination of the contract does not take effect until the expiration of the period of fifteen days starting on the day after the day on which the registered letter is posted.

#### **Article 12 – Premium and insurance conditions Adjustment**

The premium, the deductible and the service can be adapted to the annual due date of the premium, in accordance with article 41 of the statutes of SMA Neutra.

If necessary, these may also be adapted in accordance with Article 204 of the Insurance Act of 13 March 2016.

#### **Article 13 – Complaint**

Without prejudice to the possibility of legal action, you may send your complaint in writing to:

*SMA Neutra*

Rue de Joie 5 at 4000 LIEGE

Fax : 04/254.54.37

Email : [gestion-des-plaintes@neutrassur.be](mailto:gestion-des-plaintes@neutrassur.be)

If you are unhappy with the way your complaint was handled, you can contact the Insurance Ombudsman:

*Service Ombudsman Assurances*

Square de Meeûs 35 at 1000 BRUXELLES

Phone : 02/547.58.71 Fax. : 02/547.59.75

Email : [info@ombudsman.as](mailto:info@ombudsman.as)

Web : [www.ombudsman.as](http://www.ombudsman.as)

#### **Article 14 – Segmentation**

When the contract is taken out and / or during its lifetime, the SMA Neutra uses the segmentation criteria of age, type of care, subscription to a similar service within a another insurance and the status of member of one of the member Neutral Health insurances.

#### **Article 15 – Protection of personal data**

The policyholder and the insured authorize the SMA Neutra to process their personal data necessary for the conclusion and management of the hospitalization insurance contract. They also consent to the processing by the SMA Neutra of their personal health data, transmitted by themselves or by their health Insurance.

The SMA Neutra with a view to achieving its purposes only processes the personal data of policyholders and insured persons.

The policyholder and the insured have the right at any time to consult and request the correction of their personal data in the possession of SMA Neutra. They also have the right to request their erasure, if this does not make it impossible, in particular, compliance with a legal obligation to which the SMA Neutra would be bound or the establishment, exercise or defence of rights in justice.

For the exercise of these rights and for any question relating to the protection of individuals in regard to the processing of personal data, it is possible to contact the Data Protection Officer of the SMA Neutra, by dated and signed letter, accompanied by a copy of the identity card. This letter can be addressed to Rue de Joie, n ° 5 at 4000 LIEGE. The Data Protection Officer can also be reached by phone (04 / 254.58.91) and by email

[protection\\_donnees@neutrassur.be](mailto:protection_donnees@neutrassur.be)). The Belgian Data Protection Authority can also be contacted (Rue de la Presse, n ° 35 at 1000 BRUXELLES - 02 / 274.48.00 - [contact@apd-gba.be](mailto:contact@apd-gba.be)). The Data Protection Declaration of the SMA Neutra is available on its website at [www.neutrassur.be](http://www.neutrassur.be).

#### **Article 16 – Subrogation**

The insured subrogates the SMA Neutra in its rights and claims with regard to any persons responsible for the event that gave rise to the opening of the right to compensation. The insured commits himself, if necessary, to confirm this subrogation in writing at the request of SMA Neutra, which can then recover the interventions granted from the third party responsible or its insurance company.