General Terms and Conditions Dentalia Plus

as from 1 January 2024

General Terms and Conditions Dentalia Plus of the Health insurance company MLOZ Insurance voted by the Board of Directors on 31 May and 20 September 2023 and the Extraordinary General Meeting on 21 June and 18 October 2023

"MLOZ Insurance" is the health insurance company of the Independent Health Insurance Funds (Helan Onafhankelijk ziekenfonds - Partenamut - Freie Krankenkasse). Approved under code OCM 750/01 for branches 2 and 18 by the Control Office of health insurance funds and national associations.
Head office: route de Lennik 788A, 1070 Brussels - Belgium (RPM Brussels)
www.mloz.be - Enterprise number: 422.189.629. - 01/01/2024

Dentalia Plus

1. DEFINITIONS

1.1. Insurer: "MLOZ Insurance" HEALTH INSURANCE COMPANY, insurance company approved by the Control Office of health insurance funds and national associations, by decision of 24 June 2013 to offer health insurances under branch 2 of appendix 1 of the royal decree of 22 February 1991 on general regulation of the supervision of insurance companies, as well as to cover, on a complementary basis, risks belonging to the assistance such as stipulated under branch 18 of appendix 1 of the above-mentioned royal decree, under code no OCM 750/01.

1.2. Policy holder: the person who subscribes the insurance for himself and/or for insured persons and who has to pay the premiums.

1.3. Insured: By insured we mean the person who bears the risk of the insured event occurring and who is the beneficiary of the insurance policy.

1.4. Sections : the sections of MLOZ Insurance are the intermediaries which offer the insurance products: 509: Partenamut (www.partenamut.be) - 515: Freie Krankenkasse (www.freie.be) - 526: Helan Onafhankelijk ziekenfonds (www.helan.be), all members of the National Association of independent health insurance funds.

1.5. Medical dispensations: the term refers to the list of the dispensations of the nomenclature.

1.6. Prostheses and implants: everything that is regulatory approved in the context of dental care.

1.7. Accident: unexpected event, independent of the will of the insured person, involving a corporal injury of which (one of) the cause(s) is external to the organism. This accident must have involved traumatic injuries for which the treatment is of such a nature that it is covered by these dispositions.

1.8. Preventive behaviour: the fact of having a dispensation for reimbursed dental care during the civil year that precedes any new payment request.

1.9. Dental Care:

- all the dispensations mentioned, either in the Royal Decree of 1 June 1934 laying down rules for the practice of dentistry, or in the Royal Decree of 9 November 1951 completing the Royal Decree of 1 June 1934 lying down rules for the practice of dentistry,
- administrated by one of the care providers listed in article 4, §1 of the appendix to the Royal Decree of 14 September 1984 establishing the nomenclature of health dispensations regarding the compulsory insurance for health care and sickness benefits.

1.10. Minor oral surgery: the dispensations of article 14, I) of the appendix to the R.D. of 14 September 1984 establishing the nomenclature of health dispensations in the context of the compulsory insurance for Health Care and Sickness Benefits, of which the codes are followed by the sign "+".

1.11. Waiting period : period during which the insurer does not have to provide benefits and beginning at the starting date of the policy.

2. ADMISSION

2.1. To join and remain a member of the cover Dentalia Plus, the policy holder has to be affiliated to the compulsory insurance as well as to the complementary services under one of the three sections mentioned above. However, there are some statutory exceptions (cf those sections: Partenamut, Freie Krankenkasse, and Helan Onafhankelijk ziekenfonds). The policy holder has to affiliate his/her dependants within the meaning of the regulation on the compulsory insurance for health care and sickness benefits, except when the partner, the cohabiting partner, or the children are already covered by a similar insurance of the "actual costs" type. The cancellation or deregistration of an insured person implicitly leads to that of all the people whose affiliation is compulsory.
The age limit on the affiliation date is fixed at 64 years included, except in case of transfer within the compulsory insurance for persons who were previously members of a similar "dental care insurance" of another Belgian health insurance fund and who have paid their premiums for this insurance.
2.2. Impact on your affiliation to MLOZ Insurance if the contributions to the complementary services of your health insurance fund are not paid It is important that all contributions for the complementary services of your health insurance fund are always paid.
If your payment is not in order, this can have serious consequences for your affiliation to MLOZ Insurance and for the covers of the insurances you contracted.
2.2.1. Consequences for the affiliation to MLOZ Insurance
You can only join MLOZ Insurance if you have not lost your rights to the complementary services of your health insurance fund due to non-payment of contributions for these services for a period of 24 consecutive months.
2.2.2. Consequences for maintaining your affiliation to MLOZ Insurance
If you are already affiliated to MLOZ Insurance, it is legally obliged to terminate your affiliation, and therefore all your covers, if you are sanctioned by the loss of your rights to the complementary services of your health insurance fund because you have not paid for these services during 24 consecutive months. This automatic exclusion is independent of whether you have always paid the contributions for the insurances of MLOZ Insurance.

3. CONCLUSION AND ENDING OF THE INSURANCE POLICY

3.1. Conclusion of the insurance policy

All new affiliation requests must be submitted through the forms provided by MLOZ Insurance or via the website of the section to which the policy holder is linked.
The insurance policy is composed by the acceptance letter and the general terms and conditions with additional clauses.
The insurance policy starts the first day of the month following the month during which MLOZ Insurance received the duly completed "New affiliation request or request to change a product" (internal date or scanning as proof), if MLOZ Insurance receives the first premium for each insured person at last on the last day of the third month following the joining date.
The membership of a newborn or an adopted child under 3 years of age, not exempted from waiting period, starts the first day of the month following the birth or adoption, under the condition that MLOZ Insurance receives the membership application before the end of the third month following the birth or adoption and that MLOZ Insurance receives the first premium at last the last day of the third month following the joining date.
The spontaneous payment of a premium without being requested to do so is not worth membership. If the above-mentioned 3-month term is not respected, this premium will be reimbursed and a new membership procedure will have to be started.
The decision of acceptance is communicated by letter to the candidate

policy holder. The letter will detail the amount and the payment date of the first premium, the date of acceptance of the membership and the starting date of the membership, the duration of the waiting period, the annuity duration of the membership and the insurance product provided.

3.2. Ending of the insurance policy

The insurance policy is a life policy. However, it ends in case of:

- cancellation by the policy holder, according to the terms stipulated in the law of 4 April 2014, with a prior notice of at least one month starting the first day of the month following the sending of the registered letter or the qualified registered electronic letter (via digiconnect.be), or the delivery of the writ or the cancellation letter against deposit receipt, addressed either directly to MLOZ Insurance or to one of the sections mentioned above.
- fraud or attempt to fraud.
  - the insurance guarantee is refused or reduced proportionally to the loss suffered by MLOZ Insurance; and
  - the policy is terminated.
- voluntary caused injury to the interests of MLOZ Insurance and notably in case of intentional omission or inaccuracy in the statements at the time of joining or introducing reimbursement requests or if the policy holder refuses to conform to these terms, the insurance policy is null and void. It may also be decided to cancel the insured's affiliation. In both cases, premiums due up to the time when the insurer became aware of the omission or intentional inaccuracy of inaccurate data, revert to MLOZ Insurance.
- cancellation by the insurer in case of non-payment of the premiums.
- expulsion of the complementary health insurance services.
- transfer to a health insurance fund that does not belong to the Independent health insurance funds (legal cancellation).
- death.
- nullity.

4. BEGINNING, EXCLUSIONS AND ENDING OF THE GUARANTEE

4.1. Beginning of the insurance guarantee

The insurance guarantee begins at the starting date of the insurance policy stipulated in the acceptance letter if the waiting periods have been accomplished.

4.1.1. General rule: 6-month waiting period

To benefit from the interventions of Dentalia Plus, a 6-month waiting period starting at the joining date has to be accomplished. The waiting period is extended to 12 months for the reimbursement of prostheses, implants and orthodontic dispensations.
Dentalia Plus does not intervene for a dental care dispensation made during the waiting period.

4.1.2. Specific rules:

- Waiting period exemption for the newborn or the adopted child
  If one of the parents joined Dentalia Plus before the birth or adoption, the newborn is covered as from its birth and the adopted child under three years of age as from the date of its adoption, against delivery of a copy of the birth or adoption certificate before the end of the third month following its birth or adoption and provided that the first premium is received at last on the last day of the sixth month following the joining date. The first premium will only be due by the first day of the month following the birth or adoption.
  This is only applicable if the entitled person of the child in compulsory insurance has achieved his waiting period.
- Suspension in case of detention
  In case of detention and on demand of the policy holder, the statutory rights and obligations may be suspended. These rights and obligations start again the first day of the month following the request of the policy holder to end this period of suspension and on condition that the request is made within 90 days after the end of the reason of suspension and that he pays his premium within 15 days after payment request of MLOZ Insurance.
- Waiting period exemption in case of accident
  Dentalia Plus intervenes for every dental care dispensation resulting from an accident which has caused traumatic injuries for which the treatment is of such a nature that it is covered by the dispositions of this document if the accident occurred after the joining date.
- Waiting period exemption for similar dental care insurances
  The new insured persons proving with documents that they were covered for more than 12 months and until the date of joining Dentalia Plus by a similar dental care insurance will be exempted from the 6-month and 12-month waiting periods.

4.2. Exclusions of the guarantee

Are not covered: dental care costs related to an illness or an accident:

- resulting from acts of war, except for terrorism: still the guarantee remains granted during 14 days after the beginning of the hostilities if the policy holder was taken by surprise by the bursting of a state of war during a trip in a foreign country;
- resulting from the practice of a remunerated sport, including training;
- following a riot, civil disorder, any act of collective violence of political, ideological or social origin, whether or not accompanied by a revolt against a government or any established authority, except if the policy holder brings the proof that he was not taking active and voluntary part to this events;
- arising when the policy holder is under influence of narcotics, hallucinogens or other drugs;
- resulting from voluntarily participation in a crime or offence. 'Offence' also refers to offences that are afterwards redefined as violations;
- resulting from an intentional act of the policy holder, except in case of rescue of persons or goods, or the voluntary aggravation of the risk by the policy holder. The intentional act will be retained when the policy holder voluntary and deliberately had a behaviour that caused a foreseeable damage without that it is required that he had the intention to cause the damage as it happened.
- resulting from drunkenness, alcoholism or drug addiction;
- resulting from nuclear reactions, except for terrorism.

4.3. End of the guarantee

The insurance guarantee ends with the insurance policy.

5. RIGHT TO BENEFITS

MLOZ Insurance and the policy holder collaborate in order to determine the right to benefits which is established on basis of the provided information. The policy holder allows the insurer to ask the needed information and commits himself to collaborate to the right execution of the information and investigation measures which result from the examination of the right to benefits. The insurer refrains from any measure which, regarding to the examination of the right to benefits, is inappropriate, irrelevant or abusive.
If the policy holder can pretend to the compensation of damage, the insurer is subrogated to the rights of the policy holder in the extent of his benefits.
The conventions concluded by the policy holder with third parties regarding rights that exist according to the insurance policy or that start in execution of the insurance policy are only opposable to the insurer as from the date on which he approved them.

6. OBLIGATIONS OF THE POLICY HOLDER

The policy holder has to:

- make statements and communications by letter or electronic communication to the head office of the insurer or its sections.
- inform the insurer as soon as possible of the date on which the prior conditions for maintaining the policy are no longer met;
- inform the insurer as soon as possible of any convention covering a similar or identical risk, either totally or partially;
- provide the insurer or its sections with every requested information.

If the policy holder fails to comply with the obligations of the insurance policy or those arising with the execution of the policy, and if after a peril, this breach causes an injury, the insurer can reduce his benefits for the relevant amount.

7. PREMIUMS

Monthly amounts in € on 01/01/2024, including all taxes, depending on the age

Affiliated to the product Dentalia Plus			
Before 01/01/2011, or affiliated, after that date, under 40 years old*		After 01/01/2011, between 40 and 44 years old*	
from 0 to 3 years	Free	from 40 to 44 years	17,09
from 4 to 6 years	4,19	from 45 to 59 years	24,08
from 7 to 17 years	8,15	60 years and over	25,75
from 18 to 29 years	9,31		
from 30 to 44 years	12,68		
from 45 to 59 years	17,84		
60 years and over	19,08		

After 01/01/2011, between 45 and 59 years old*		After 01/01/2011, between 60 and 64 years old*	
44 years**	19,00	59 years**	30,33
from 45 to 59 years	26,76	60 years and over	32,44
60 years and over	28,61		

* On the starting date of the membership
** Age on 1 January of the membership year

An increase of the premium of respectively 35, 50 or 70% is calculated on the current rates for the policy holders who are respectively between 40 and 44 years, 45 and 59 years or 60 years and over at the joining date to MLOZ Insurance.

8. TERMS OF PAYMENT OF THE PREMIUM

The policy holder has to pay his premium on due date, following the agreed periodicity (quarter, semester, year).
The premium can be asked and must be paid in advance. It is sent to the last known address of the policy holder.
Is considered as in advance, any premium received before the first day of the first month of the quarter, semester or year, or, in case of monthly direct debit, within the first 10 days of the month, quarter, semester or year.
The policy holder who did not pay his premium before the first day of the quarter, receives a formal notification by registered letter or qualified electronic registered mail, demanding payment of the premium within 15 days as from the day after the delivery of the registered letter at the post office or of the qualified electronic registered mail. This formal notification informs him of the suspension of the guarantee in case of non-payment within the stated term. It starts a 45-day term at the end of which the membership will be cancelled automatically. The policy holder who did not pay his premium at the end of a quarter will automatically be charged for a fixed allowance of 15 € as reminder costs.
The disaffiliated policy holder will only be able to affiliate again if he pays all overdue premiums. He will also have to complete a new waiting period to pretend to the benefits again.

9. SEGMENTATION OF DENTAL INSURANCE

At the moment of affiliation to an insurance policy, the insurance companies apply segmentation criteria that influence the access to the insurance product, the determination of the premiums and the scope of the guarantee.

Underneath, you will find an overview of all the criteria that MLOZ Insurance uses for its dental insurance.

The following criteria are taken into consideration for Dentalia Plus:

9.1. At the beginning of the policy:

9.1.1. The age of the insured person because, according to statistic data, the probabilities of treatment increase with age. Therefore, this parameter is taken into account for the fixation of premium amount and access to the product.
a) Access could be limited for certain products: the age limit for Dentalia Plus is 64 years included.
This age limit does not apply to insured parties who were in order with their contributions to a similar insurance with another HIC.
b) Affiliation after a certain age may lead to supplementary premiums.
9.1.2. The previous existence of a similar insurance impacts:
a) Access: the age limit (cf point 9.1.1 a) does not apply to insured parties who were in order with their contributions to a similar insurance with another HIC.
b) Waiting period: the waiting period can be reduced or even cancelled for persons who were insured by a similar insurance until the date of affiliation to MLOZ Insurance. In that case, the waiting period will be reduced by the duration of that insurance.
MLOZ Insurance does not make a distinction based on the nature of the insurance (insurance with a health insurance fund or private insurer (individual or collective)) the insured person was covered by before joining MLOZ Insurance.
9.1.3. Nature of the treatment: the waiting period is extended to 12 months in the context of the Dentalia Plus cover for reimbursement of dental prostheses, dental implants and orthodontics.

9.2. During the policy:

Age of the insured person because, according to statistic data, the probabilities of treatment increase with age. This criterion might influence the amount of the expenses. Therefore, the contribution amount increases with the age of the insured.

10. ADJUSTMENT OF THE PREMIUM, THE BENEFITS AND THE GENERAL TERMS AND CONDITIONS

The premium, the pricing conditions and the conditions for the coverage of the benefits are defined by taking into account the parameters that are included in the technical plan the insurer compiles on the basis of actuarial criteria and insurance techniques.
Without prejudice to the statutory options for adjusting the premiums and regardless of their adjustment to the index on consumer prices or the medical index linked to the “dental care” guarantee, the contributions may not be increased.
For the application of the index, a comparison will be made between the index rate of April of the current year and the index rate of April of the previous year.
This index rate variation is expressed in percentage and can be applied to the premium and to the benefits in force before indexation.
MLOZ Insurance may decide annually not to apply the indexation possibilities for premiums based on these indices, or to apply them only partially.
Nevertheless, the premiums will be increased in function of the different taxes applicable on that matter.
Premiums and coverage can be modified in accordance with article 504 of the Law of 13 March 2016.

11. REIMBURSEMENTS OF DENTALIA PLUS

11.1. Dispensations

11.1.1. Preventive dental care
We mean by preventive dental care, the examinations of the mouth and teeth, the periodontal examination (DPSI test), the scaling, the prophylactic cleanings, the sealing of fissures and cavities, the consultations at the office of a practitioner with dental surgery degree, a dentist with a certificate of professional competence, a stomatologist or a doctor - dentist.
For these dispensations, the intervention amounts to 100% of the amount charged to the insured person, after deduction of other interventions from other regulations.

11.1.2. Curative dental care
We mean by curative dental care, the dental extraction, the denture maintenance treatment, the mouth radiology, the minor oral surgery and the supplements for urgent technical dispensations.

For these dispensations, the intervention amounts to 50% of the amount charged to the insured person, after deduction of other interventions from other regulations.
The rate reaches 80% if the insured person shows a preventive behaviour.

11.1.3. Periodontology
For periodontology dispensations, the intervention amounts to 50% of the amount charged to the insured person, after deduction of other interventions from other regulations. The rate reaches 80% if the insured person shows a preventive behaviour.

11.1.4. Prostheses and implants
For the supplies related to dentistry and the dispensations foreseen for the installation of those, the intervention amounts to 50% of the amount charged to the insured person, after deduction of other interventions from other regulations.
The rate reaches 80% if the insured person shows a preventive behaviour.

11.1.5. Orthodontics
For orthodontic dispensations, the rate is always fixed to 60% of the amount charged to the insured person, after deduction of other interventions from other regulations.

11.2. Interventions for dispensations realised in Belgium

In order to able the insurance to grant its interventions, all the dispensations must be mentioned, either in the Royal Decree of 1 June 1934 laying down rules for the practice of dentistry, or in the Royal Decree of 9 November 1951 completing the Royal Decree of 1 June 1934 lying down rules for the practice of dentistry.
There is no reimbursement for advances or deposits as long as the medical act has not been performed.

11.3. Interventions for dispensations abroad

Dispensations are covered as long as they are provided in the metropolitan territories of the following neighbouring countries: France, the Netherlands, Germany and the Grand Duchy of Luxembourg, by care providers approved by the competent authorities of the country concerned.

11.4. Exceptions

11.4.1. During the first year of membership, the rate of reimbursement of curative and periodontal care is fixed to 80% of the amount charged to the insured person.
11.4.2. The rate of reimbursement of the curative care for insured persons of 6 years and less is fixed to 80% of the amount charged.

12. INTERVENTION LIMITATIONS

12.1. Annual maximum

The annual maximum begins at the anniversary date of the conclusion of the contract and thus not on 1 January of the calendar year.
The intervention of the insurance is limited to € 350 per insured person during the first year of membership, to € 650 per insured person during the second year of membership and to € 1,250 per insured person during the third year of membership and the following years.
However, as from the third year of membership, the intervention of the insurance will be limited to € 1,050 per insured person for all the orthodontic, periodontal, prostheses and implants dispensations.

If the insured person was covered by a similar dental care insurance, the number of years of membership to this insurance is taken into account to establish the annual maximum of € 350, € 650 or € 1,250 that will be applied. The date used to determine the start date of the maximums is the date of affiliation to this similar insurance.

12.2. Dispensations not covered by Dentalia Plus

The cover of Dentalia Plus does not intervene for:

- the dispensations of article 14, I) of the appendix to the Royal Decree of 14 September 1984 establishing the nomenclature of health dispensations in the context of the compulsory insurance for Health Care and Sickness Benefits of which the codes are followed by the sign "+";
- the medicines;
- the dispensations of dental care related to aesthetics and cosmetics (bleaching, multiple facets), except prior agreement of the Medical Advisor and if the compulsory insurance for Health Care and Sickness Benefits intervenes;
- costs for which billing is illegal/not allowed according to the Belgian law.

13. CUMULATION OF COVERS

13.1. The costs are not taken into account if they can be covered by:

- the compulsory insurance for Health Care and Sickness Benefits, as it is organised by the law coordinated on 14 July 1994 and its executing R.D. and by the R.D. of 30 June 1964;
- the legislation related to work accidents (law of 10 April 1971 and executing R.D.) and to professional sicknesses (law of 3 June 1970 and executing R.D.);
- the European regulations n°1408/71, 574/72 and 883/04 or by a multilateral or bilateral convention of social security concluded by Belgium;
- the service "urgent foreign care" of the health insurance funds.

The supplements covered are thus determinated in reference to these interventions. If, for one or another reason, the policy holder is not allowed to request one or more of these interventions, MLOZ Insurance intervenes in the same way as for an insured person entitled to these interventions.

13.2. When the amounts granted according to another regulation, the ordinary law of another insurance policy are lower than the benefits granted by MLOZ Insurance, the beneficiary is entitled to the difference at the cost of MLOZ Insurance. This information must be mentioned on the "Payment request". The intervention of MLOZ Insurance can never be higher than the amount of the actual costs supported by the policy holder.
When the damage is likely to be covered by the ordinary law or another regulation, MLOZ Insurance will be able to grant its benefits on temporary basis, while waiting compensation of the damage.
In this case, MLOZ Insurance will be subrogated in all the rights the insured person can exercise against the debtor of the compensation.
The insured person may not conclude any arrangement with the debtor of the compensation without prior agreement.

14. COMPENSATIONS

14.1. Prescription

The action in payment of dispensations as part of the benefits or any other action resulting from the insurance policy becomes prescribed by 3 years as from the day of the event which opens them, which means the day the covered peril happens.

14.2 Medical control

The dispensations are only granted on the condition that MLOZ Insurance has the right to ask the Medical Advisor at any time to control the health condition of the insured person and the validity of the dispensations.

14.3. Payment of the benefits

To be entitled to reimbursements the policy holder must have paid his premiums.

In order to benefit from Dentalia Plus compensations, the policy holder must go and see a registered practitioner. He must submit a document "Dispensations of dental care - justificatory document for treatment(s)", duly completed by the practitioner and himself, as well as a health care certificate filled in in the context of an intervention of the compulsory insurance for health care and sickness benefits. The policy holder undertakes to inform the insured person that by subscribing to this product, the SMA MLOZ Insurance may contact his health insurance company or the National Association of Independent Health Insurance Funds directly in order to optimize his reimbursements on the basis of the data they have received in the context of the compulsory and complementary insurance.

Justificatory documents in order to receive a compensation may be delivered digitally to MLOZ Insurance. The digital copy must be of good quality (i. e. readable) and true to the original (no hand-written alterations or updates). MLOZ Insurance reserves the right to request the original from the insured, who must keep it or bear the costs of a duplicate.

The reimbursements will be granted to effectively insured persons or to any person empowered by the 'Payment request', after receipt of the expenditures notes and the statement of the legal interventions.

15. DATA HANDLING

The personal data of the policy holder and their insured will be processed by MLOZ Insurance acting as data controller, and by the Onafhankelijke Ziekenfondsen (Independent Health Insurance Funds), as agent and processor for MLOZ Insurance, in the context of the allocation and management of the insurance product that the policy holder has subscribed to, and in accordance with the European Regulation of 27 April 2016 on data protection (GDPR). Medical data are collected and handled based on the insured's consent and under the supervision and the responsibility of the Medical Counsellor of MLOZ Insurance. The privacy policy of MLOZ Insurance is available via this link https://www.mloz.be/nl/content/privacy-mloz-insurance, or upon request in an agency, or by mail (MLOZ - DPO, Route de Lennik 788 A, 1070 Brussels).

This summary is for information purpose only. Only the statutes determinate the rights and obligations of the policy holders of MLOZ Insurance.
They are available for consultation at the head quarter of MLOZ Insurance or on the www.mloz.be.