



Republic of Ireland dental membership for individuals

Statement of benefits

Company Dental Protection
Product Occurrence-based dental malpractice indemnity

Dental Protection is a trading name of The Medical Protection Society Limited (“MPS”). MPS is a company limited by guarantee in England with company number 00036142 and with its principal place of business at Victoria House, 2 Victoria Place, Leeds LS11 5AE. The benefits of MPS membership are discretionary, as set out in MPS’s Memorandum and Articles of Association. MPS is not an insurance company. Dental Protection® is a registered trademark of MPS. For information on MPS’s use of your personal data and your rights, please see our Privacy Notice on the website.

This document contains a summary of the key features and limitations of occurrence-based discretionary membership with Dental Protection. Your membership documents will detail the benefits available to you, and you should check these for any endorsements that change the scope of protection provided.

Why do I need indemnity?



The Irish Dental Council (IDC) states that you must hold appropriate professional indemnity cover for the full scope of your dental practice in the Republic of Ireland. This is to ensure patients will be adequately compensated if they suffer harm due to clinical negligence when seeking legal recourse. In turn, dental indemnity or insurance protects you as a registered professional.

If you work in the public sector for a Health Service Executive (HSE) body, your organisation will receive indemnity through the Clinical Indemnity Scheme (CIS). CIS indemnity only covers clinical negligence claims and vicarious liabilities arising from HSE work (excluding Good Samaritan acts that are not considered part of the dental practitioner’s work for the employing body). Dentists offering HSE dental treatment in general dental practice or as a private practitioner in the Republic of Ireland will need to have separate claims indemnity in place, as this work is outside the scope of state indemnity schemes or equivalent arrangements.

If you are an employer or a practice owner / partner, you may wish to consider whether you are suitably protected in the event of a claim. In addition to your personal liabilities, you may hold a non-delegable duty of care to patients treated at your practice. In addition, you could be held vicariously liable for care provided by your employees, trainees, or associates.

In addition to having claims indemnity in place covering all areas of your practice in all settings in the Republic of Ireland, you should also consider additional protection that provides assistance with complaints, personal regulatory and dentolegal support / advice.



What does Dental Protection offer?

Dental Protection offers discretionary indemnity and not insurance. Dental Protection membership provides you with occurrence-based indemnity for clinical negligence arising from your clinical practice.

Occurrence-based indemnity means you can ask for assistance with a claim and other matters relating to your clinical practice that arise during your membership, regardless of when the claim is notified or whether you are still a member.

This Statement of Benefits is for occurrence-based indemnity, which is only available to individual registered dental professionals including practice owners / partners. For the full range of membership types offered by Dental Protection (for example, students), please refer to the relevant Statement of Benefits available at dentalprotection.org/ireland.

What does 'discretionary' indemnity mean for you?



We are dedicated to treating members fairly and placing them at the heart of everything we do.

All the benefits of membership are discretionary, as set out in our Memorandum and Articles of Association (available on request and at dentalprotection.org/ireland). Among these benefits is the right to ask for assistance with a range of dentolegal issues, including indemnity for clinical negligence claims. As a mutual society we are owned by our members, so our starting point is always to see how we can help.

When determining whether or not to provide a member with assistance, or the scope of any assistance that can be offered, we ensure that the circumstances of the member's case are considered on an individual basis by appropriately qualified advisers, who are trained in dentolegal matters. These advisers will exercise their good judgment, on the basis of their experience and knowledge of modern practice, and in line with our established procedures to ensure due process is followed, to decide whether or not we should assist in each particular circumstance. We will never exercise our discretion in an arbitrary or irrational way.



What does Dental Protection indemnity provide?

All requests for assistance are considered on their individual circumstances, declared scope of practice and membership in place at the time.

Membership benefits are summarised below, however, you should also read your membership documents to check which apply to you:

Indemnity for clinical negligence arising from:

- ✓ Private or independent / HSE dental practice that is out-of-scope of the CIS or equivalent
- ✓ Good Samaritan acts (worldwide)
- ✓ Voluntary, humanitarian or charity work (on request)

Representation for:

- ✓ Regulatory matters
- ✓ Disciplinary procedures
- ✓ Criminal allegations arising from clinical practice
- ✓ Coroners' inquests

Support with:

- ✓ Dentolegal advice (emergency helpline available 24/7)
- ✓ Defamation cases (legal costs only)
- ✓ Breach of confidentiality (directly related to clinical practice)
- ✓ Complaints handling
- ✓ Complaint resolution via the Dental Complaints Resolution Service (DCRS)
- ✓ Unwanted media attention
- ✓ Access to confidential mental health crisis support
- ✓ Professional development (for example, webinars and online learning and resources)

Protection against vicarious liability and non-delegable duty of care (applies to practice owners / partners with practice principal membership only):

Where all practice owners / partners and clinicians in the practice are Dental Protection members this benefit is included as standard. Practice owners / partners will have the right to request assistance for clinical negligence claims alleging vicarious liability for the actions of Dentists and other contracted Auxiliary Dental Workers (ADWs), such as hygienists, clinical dental technicians and orthodontic therapists and / or a non-delegable duty of care for patients attending the practice.

The assistance Dental Protection can provide extends to include the cost of defending claims, as well as paying damages where the practice owner / partner is found liable and where these cannot be recovered from the treating clinician(s) or other contracted dental auxiliary.

Where not all practice owners / partners and clinicians in the practice are Dental Protection members, the additional protection described above must be applied for by each practice owner / partner who has practice principal membership with Dental Protection.

Protection against vicarious liability and non-delegable duty of care does not apply where the practice is incorporated. This is because restrictions on the operation of dental practices by Dental Body Corporates laid down by the Dentists Act, 1985 means we do not currently offer vicarious liability protection to a corporate entity that is operating contrary to the Dentists Act.



What is not indemnified?



We carefully consider each request for assistance on a discretionary basis, but there are some circumstances in which we are unlikely to help. The following list, while not exhaustive, are some examples of matters that we would be unlikely to assist with:

- × Any previous practice undertaken without an insurance or indemnity arrangement in place at the time.
- × Circumstances or claims arising from any malpractice incident, negligent act, error, omission, breach or loss that occurred before the membership start date.
- × Matters related to deliberate, reckless or criminal acts.
- × Matters related to personal conduct unless brought before your professional regulator.
- × Assistance with research for academic projects.
- × Claims or vicarious liabilities that fall under the provisions of HSE / CIS indemnity or equivalent.
- × Claims brought against you alleging vicarious liability and / or non-delegable duty of care where
 - you are a practice owner / partner who is not in a practice principal category of membership.
 - you are a practice owner / partner who has clinicians working at your practice that are not Dental Protection members.
 - your practice operates as a limited company.
- × Claims brought against your incorporated company.
- × Assistance with criminal investigations or proceedings arising from non-professional practice for example, drink-driving offences, possession of drugs or assault.
- × Assistance with allegations of fraud.
- × Payment of fines or financial penalties.
- × Claims brought outside the country of membership (unless they arise from Good Samaritan acts which are protected worldwide or work elsewhere that has been declared and agreed by us).
- × Matters that fall outside of healthcare indemnity, such as claims relating to property, including its damage or destruction or claims arising from cyber-attacks and / or cybersecurity breaches.
- × Matters of commercial interest such as partnership, employment or agency disputes (whether contractual or otherwise), or compensation claims.
- × Claims brought under the Irish Data Protection or Equal Status Acts. We may use our discretion to assist where the claim arises from a clinical consultation.
- × Claims relating to making, distributing or selling any product or the use of any unsuitable or defective product (Product Liability).
- × Matters arising from the use of fully autonomous* Artificial Intelligence (AI) systems, tools or robotics.
- × Matters arising from use of robotics where the clinician, robotic device and patient are not co-located.
- × Other matters which may not be in the wider interests of our members, for example, damages awarded in a claim for defamation against you or personal costs arising from your attendance at court, hearings or meetings with us about a case.

**Fully autonomous means that a clinician does not maintain oversight or final decision-making authority. AI must support but not replace clinical professional judgement.*



Are there any financial limitations to my membership?



There are no financial limits on occurrence-based indemnity provided to individual dental professionals and no excesses apply (although where a patient seeks reimbursement of their treatment cost, we may ask you to contribute a fair proportion of the refund amount based on the profit element of the charge). When we agree to take on a case, we can take care of all your legal costs as well as any payments for damages or costs ordered against you or agreed in the settlement of the claim.

Where am I indemnified?



Republic of Ireland Dental Protection membership is available to registered dental professionals practising in the Republic of Ireland and also provides protection for Good Samaritan acts worldwide.

What are my responsibilities as a member?



All the benefits of membership are discretionary and subject to you complying with the Memorandum and Articles of Association. You must:

- ! Be registered with the appropriate regulatory body to carry out the clinical duties you undertake, have appropriate training and experience, and be (or have been) working within the boundaries of your professional competence and scope of practice.
- ! Take reasonable steps to prevent accident or injury.
- ! Provide true, accurate and complete information when taking out, renewing or making changes to your membership to ensure that the protection provided is appropriate for the work you undertake.
- ! Ensure your membership subscription is paid on time and that this reflects your current scope of practice.
- ! Check your membership documents and tell us in advance of any changes to your practice during your membership period including your role, hours or scope of practice to ensure that you are suitably protected.
- ! Let us know as soon as reasonably possible if your contact details change.
- ! Not have equivalent benefits available from Dental Protection with another dental defence organisation or an insurer without our agreement.

Additionally, for Dental Protection to assist practice owners / partners with allegations of vicarious liability or non-delegable duty of care for the actions of associates and other contracted ADWs, all practice owners / partners and clinicians must be Dental Protection members (or declared in our Vicarious Liability application form) and they must have:

- ! Ensured all dentists and ADWs:
 - are registered with the IDC; and
 - worked within the boundaries of their professional competence and scope of practice; and
 - taken all reasonable steps to comply with all relevant applicable laws, obligations, requirements, regulations, and codes of professional conduct.



- ! Ensured that contracts with dentists and ADWs include the requirement for them to hold appropriate indemnity arrangements and indemnify the principal for any losses arising out of a breach of clinical care, and:
 - made and retained a record of the indemnity arrangements of all contracted dental practitioners and ADWs who work or have worked at your practice, and for whom you could be considered vicariously liable.
 - taken all reasonable steps to ensure that dental practitioners and ADWs had appropriate indemnity arrangements in place throughout the time they worked for your practice and provide Dental Protection with any evidence to support this, if requested.
- ! Retained contact details for practitioners and ADWs who left your practice and co-operate fully in tracing the treating clinician(s).

In the event of a case, complaint or claim you must:

- ! Notify us at the earliest opportunity of any matter where assistance may be required or that may lead to a claim.
- ! Comply with our reasonable requirements for case management (for example, attending conferences or meetings to provide information).
- ! Be honest and truthful in all dealings and behave in a reasonable manner towards our staff.
- ! Accept our choice of legal representation.
- ! Accept our advice and conduct of cases in all material matters (including case strategy and settlement).
- ! Co-operate fully with us and our representatives.
- ! Provide full and accurate information relevant to the case without delay and act in good faith at all times.
- ! Not admit legal liability for a claim or settle a claim without our agreement. This does not restrict you from complying with your professional obligations relating to open disclosure and being transparent in the event of an adverse incident, or from providing an appropriate apology.

Any failure to disclose full and accurate details could result in us rejecting requests for assistance, declining or withdrawal of membership benefits and / or the cancellation or non-renewal of your membership.

When and how do I pay?



You can choose to pay your membership subscription annually by card or Direct Debit or by monthly Direct Debit. No charges will be applied for paying in instalments.



When does my membership start and end?



Your membership starts on the date shown on your certificate of membership. Your membership will run for 12 months unless stated otherwise. We will send you notice when your membership is approaching renewal. During your membership, you should let us know of any changes to the information we hold about you and if paying annually, your subscription should be paid by the due date to ensure continuous membership.

Can I pause my membership?



You can apply for deferred membership if you are already a member and have temporarily stopped practising dentistry due to a career break, maternity or paternity leave or long-term sickness.

As a deferred member with occurrence-based protection, you will not be required to pay a subscription and can still apply for assistance with any dentolegal problems arising from a Good Samaritan act and can continue to access our risk prevention and wellbeing support services.

Do I still need membership with Dental Protection if I retire?



If you decide to remain on the dental register for a period post-retirement you may wish to move into a retired deferred category of membership.

As a retired deferred member, you will not be required to pay a subscription, and you can continue to request assistance with any dentolegal problems arising from a Good Samaritan act and have access to our risk prevention and wellbeing support services. You can also reactivate your full membership should you decide to return to practice after a short period of time.

How do I cancel my membership?



- Dental Protection membership is on an annual basis (unless stated otherwise).
- You may cancel your membership by phone or in writing (email or post) within 30 days of the start of your current membership period.
- You can choose not to renew your membership by providing notice at any time before the end of your current membership period.