

UK dental Retroactive Reporting Benefit (RRB) for individuals

Statement of benefits

Company Dental Protection
Product Discretionary claims-made retroactive 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.

The protection offered by the RRB is on a discretionary claims-made basis and supplements your occurrence-based membership with Dental Protection. This document provides key information about retroactive indemnity provided through the RRB. It does not contain information on your occurrence-based membership benefits, so you should also read the Statement of Benefits document applying to this (also available at dentalprotection.org.uk). Your membership documents will detail all the benefits available to you, and you should check these for any endorsements that change the scope of protection provided.

Why do I need retroactive indemnity?



The General Dental Council (GDC) requires you to have insurance or indemnity arrangements in place covering the full scope of your dental practice in the UK with no gaps in cover.

When you join Dental Protection, your membership only protects you for matters relating to incidents occurring after your membership start date. If your previous provider offered protection on a claims-made basis for your work in the UK, it’s unlikely you will be able to receive assistance from them for incidents that occurred during this period of cover once you switch to Dental Protection. As such, you require extended reporting benefits, either from your last provider or from us to ensure there are no gaps in your protection for your UK work.

Registered dental professionals moving from a claims-made provider to join Dental Protection on occurrence-based membership have the option to add an RRB at the application stage. Retroactive indemnity ensures that you have continuous protection for claims which you are currently unaware of that might arise from your clinical practice in previous years. If you do not add an RRB to your occurrence-based membership when you join, you will not be provided with indemnity or extended reporting rights for any incidents that may arise from your clinical practice prior to your start date with Dental Protection.

What type of retroactive indemnity does Dental Protection offer?

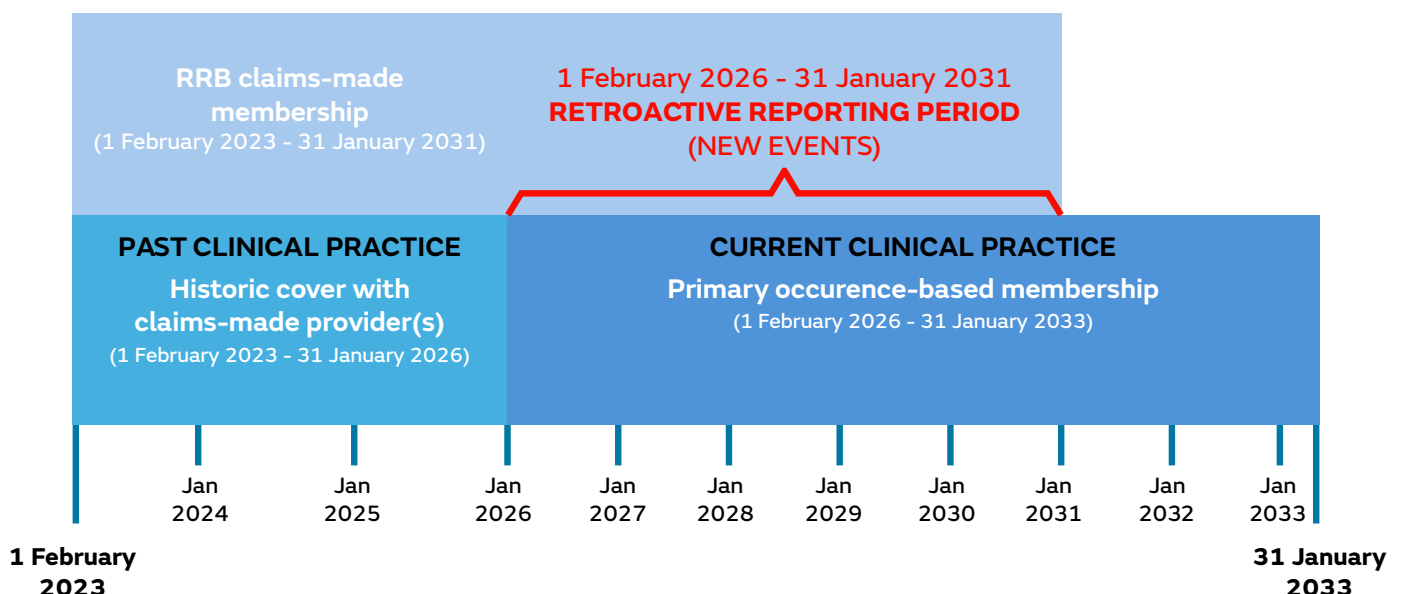


The standard membership offered to Dental Protection members is discretionary and occurrence-based indemnity for matters arising from their clinical practice and is not insurance. Occurrence-based indemnity means you can ask for assistance with a claim and other matters relating to your clinical practice that arise during your membership, regardless of when the claim is notified or whether you are still a member.

Our RRB membership is for your past practice and runs alongside your occurrence-based membership for your current practice however, it is provided on a claims-made basis. As the RRB expands protection to include reporting rights for your past work covered elsewhere, it is crucial that the start date (retroactive date) of your RRB membership is correctly set. It must align with your previous UK cover dates, so there are no gaps in your protection. The RRB provides an initial five-year fixed period of extended reporting rights from when you join Dental Protection that can be continued on expiry, subject to Underwriting review.

The protection offered by the RRB means if you become aware of an adverse incident that occurred during the time you were with your previous provider(s), you can report this to us and request assistance should anything arise from it in the future, so long as you notify us as soon as possible and before your RRB expires. This is providing you were not aware of the incident when you joined Dental Protection, as this should have been reported to your previous provider(s).

RRB membership is only available to individual dental professionals that are joining Dental Protection from a claims-made provider. The below example illustrates an RRB with a retroactive date of 1 February 2023 (to include past work covered by claims-made protection) and extended reporting rights from 1 February 2026 for the full period of claims-made protection for up to five years:



What does Dental Protection retroactive indemnity provide?



RRB membership is discretionary and, on a claims-made basis. It allows you to select a retroactive date to continuously protect past work previously covered by a claims-made provider and gives you a fixed period of extended reporting rights (initially five years, with the opportunity to extend further subject to Underwriting review), meaning you can:

- Report adverse incidents and claims to Dental Protection within the agreed RRB period that arise from your past UK cover with previous claims-made providers.
- Seek assistance with any subsequent matters or claims arising from incidents appropriately notified to Dental Protection during the agreed RRB period (initially five years).

All requests for assistance are considered on their individual circumstances, declared scope of practice and the terms of your RRB membership. Membership benefits that apply to your RRB are summarised in the table below:

Indemnity for clinical negligence arising from:

- ✓ NHS primary care / private or independent / non-employer indemnified dental practice
- ✓ Good Samaritan acts (worldwide)
- ✓ Voluntary, humanitarian or charity work

Representation for:

- ✓ Regulatory matters
- ✓ Disciplinary procedures
- ✓ Criminal allegations arising from clinical practice
- ✓ Coroners' inquests / fatal accident inquiries

Support with:

- ✓ Dentolegal advice (emergency helpline available 24/7)
- ✓ Defamation cases (legal costs only)
- ✓ Complaints handling
- ✓ Unwanted media attention

Practice principals only

Protection against vicarious liability and non-delegable duty of care:

Practice principals with five or fewer unincorporated practices may also request assistance where they are the subject of claims alleging vicarious liability for the actions of associates and other contracted dental care professionals 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 principal is found liable and where these cannot be recovered from the treating clinician or other contracted dental care professional. Where liability is shared with another party (such as another principal / partner), Dental Protection will pay the proportionate share of any damages and claimant costs reflecting the practice principal's share of any joint and several liability. For example, if there are two partners and only one is a Dental Protection member, we would consider 50% of the damages and claimant costs.

If you own, or have owned, more than five practices, OR your business is incorporated, then the protection against vicarious liability and non-delegable duty of care described here does not apply to your RRB.

It is important to note that we cannot offer an RRB for any past period where you worked without any indemnity or insurance arrangements in place.

What must I do to maintain the protection offered by the RRB?



As both memberships with Dental Protection work in tandem, you **must** retain your occurrence-based membership for the RRB to remain active. Should you pause your primary membership temporarily (because you have stopped working in dentistry due to maternity or paternity leave, for example) or permanently through retirement, you can apply for a deferred category of membership for your occurrence-based protection.

As a deferred member, you will still need retroactive indemnity for any incidents that may arise from your clinical practice covered by your claims-made provider(s) prior to the start date of your occurrence-based membership with Dental Protection.

As a deferred member with occurrence-based protection, you will not be required to pay a subscription for your primary membership and you still retain your RRB membership, so you can:

- continue to report matters to us from **before** you joined and seek assistance for any subsequent cases or claims.
- request assistance with any dentolegal problems arising from a Good Samaritan act **after** you joined and can continue to access our risk prevention and wellbeing support services.
- reactivate your occurrence-based membership should you decide to return to dentistry after a career break.

In the event of either temporary or permanent cessation of your clinical practice (or upon death), your RRB membership will remain in force and as a deferred member with an active RRB, you will be required to pay any outstanding subscription for your RRB membership before the expiry date. This requirement is waived upon death.

What is not indemnified by the RRB?



We carefully consider each request for assistance on a discretionary basis, but we would be unlikely to assist with:

- ✖ Any previous practice undertaken
 - that is not within an agreed retroactive period, or
 - without an insurance or indemnity arrangement in place at the time.
- ✖ Claims brought outside the UK (unless they arise from Good Samaritan acts which are protected worldwide or work covered elsewhere has been declared and agreed by us).
- ✖ Incidents known to you when applying for membership with Dental Protection (these should have been reported to your previous provider).
- ✖ Any case or claim that has or should have been notified under any previous insurance or indemnity arrangement.
- ✖ Any case and / or claim relating to a procedure which is outside of the current scope of membership, and you did not declare to us when you joined that you were performing different types of procedures and / or working in a different specialty with your previous provider(s).
- ✖ Incidents that are notified to us after the RRB has expired.

Are there any financial limitations to my RRB?



There is an indemnity limit for each claim, and in the aggregate for all claims in the fixed five-year period of extended reporting rights is £10 million, including legal costs. No excess applies.

When we agree to take on a case, we can take care of any payments for damages or costs ordered against you or agreed in the settlement of the claim, as well as your legal costs.

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). 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 and irrational way.

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:

- ! Check your membership documents and tell us of any inaccuracies to ensure that you are suitably protected.
- ! Ensure that any retroactive date is appropriate for your RRB membership.
- ! Pay the correct subscription rate on time.
- ! Let us know as soon as reasonably possible if your contact details change.

Additionally, for Dental Protection to assist practice principals with allegations of vicarious liability or non-delegable duty of care for the actions of associates and other contracted dental care professionals, they must have:

- ! Ensured all dentists and dental care professionals:
 - are registered / licensed with the relevant professional body; 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 dental care professionals 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 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 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 who left your practice and co-operate fully in tracing the treating clinician(s).

In the event that you become aware of a previously unreported adverse incident, complaint or claim, or you wish to seek our assistance, 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 duty of candour 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 of your RRB membership.

When and how do I pay?



You can choose to pay for your RRB membership subscription in full or pay one fifth annually over the five years, either once a year, or via 10 monthly payments. Payments can be made by card when paying in full or annually or Direct Debit for instalments. No charges will be applied for paying in instalments.



When does my RRB membership start and end?



Your RRB membership period is shown on your certificate of membership. The fixed period of extended reporting rights will initially be five years from the start date of your occurrence-based membership with Dental Protection.

You **must** retain your primary occurrence-based membership with Dental Protection for the RRB to remain active (either as a full-paying member or deferred member). Protection offered by the RRB is for matters and claims which you are currently unaware of that might arise from your clinical practice covered by your claims-made provider(s) prior to your start date with Dental Protection.

How do I cancel my RRB?



You may cancel your RRB membership with us by phone or in writing (email or post) within 30 days of the start date however, any circumstances arising from prior years that you first become aware of after your RRB membership is cancelled will not be indemnified by Dental Protection. It is important to note that any incidents notified to us during the 30-day period will not be eligible for assistance if the RRB is cancelled.