

UK 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?



Dental professionals are required by law to have appropriate indemnity or insurance in place before they practise in the UK. This legal requirement is to ensure patients will be adequately compensated if they suffer harm due to clinical negligence when seeking legal recourse. In turn, indemnity or insurance protects you as a registered professional.

If you work in a secondary care setting for a National Health Service (NHS) or Health and Social Care (HSC) body, your organisation will receive indemnity through a state clinical negligence scheme. State indemnity only covers clinical negligence claims and vicarious liabilities arising from NHS / HSC work (excluding Good Samaritan acts that are not considered part of the dental practitioner’s work for the employing body). NHS dentistry provided within a primary care dental practice setting does not benefit from state indemnity and therefore separate claims indemnity must be put in place. If you carry out any private or independent practice, it is important to have suitable claims indemnity or insurance in place, irrespective of the setting in which this is provided.

If you are an employer or a practice principal, you may wish to consider whether you’re 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.



The General Dental Council (GDC) requires you to have insurance or indemnity arrangements in place covering all areas of your practice in all settings in the UK, so you should consider arranging separate clinical negligence indemnity or insurance for any gaps which may include the following:

- Clinical work you do that is outside the scope of NHS / HSC indemnity schemes or arrangements.
- Assistance with complaints, personal regulatory and dentolegal support and 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 membership type is only available to individual dental professionals and not students, corporate entities or limited liability partnerships. For the full range of membership types we offer, please refer to the relevant Statement of Benefits available at dentalprotection.org.

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 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:

- ✓ NHS primary care / private or independent / non-employer indemnified dental practice
- ✓ 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 / fatal accident inquiries

Support with:

- ✓ Dentolegal advice (emergency helpline available 24/7)
- ✓ Defamation cases (legal costs only)
- ✓ Complaints handling
- ✓ Unwanted media attention
- ✓ Access to confidential mental health crisis support
- ✓ Professional development (for example, online learning and resources and webinars)

Practice principals with practice principal membership only:

- ✓ Membership also includes claims indemnity for dental nurses and dental technicians who work in your practice.
- ✓ 24/7 business support advice - access to an expert employment law and health and safety helpline delivered through Croner.
- ✓ 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.

This extension is automatic and at no additional charge.

If your business is incorporated, you can choose to apply for our **Company Protection** product that allows you to request assistance from Dental Protection should a complaint or legal challenge be brought against your company.

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:

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| ✗ Any previous practice undertaken without insurance or an indemnity arrangement. | ✗ Matters related to personal conduct unless brought before your professional regulator. |
| ✗ Circumstances or claims arising from any malpractice incident, negligent act, error, omission, breach or loss that occurred before the membership start date. | ✗ Assistance with research for academic projects. |
| ✗ Matters related to deliberate, reckless or criminal acts. | ✗ Claims or vicarious liabilities that fall under the provisions of NHS indemnity or equivalent. |

- ✕ Claims brought against you alleging vicarious liability where you are a practice principal for six or more practices.
- ✕ 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 UK (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 Data Protection or Equality Acts. We may use our discretion to assist where the claim arises from a clinical consultation or treatment.
- ✕ Claims relating to making, distributing or selling any product or the use of any unsuitable or defective product (Product Liability).
- ✕ 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.

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?



UK Dental Protection membership is available to registered dental professionals practising in the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands 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 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 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 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 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. We will send you notice when your membership is approaching renewal. During your membership, you must 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 working in 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 dentistry 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.