



Dental Nurses, Dental Technicians, Clinical Dental Technicians and Orthodontic Therapists

Application Guide

This guide is intended for dental nurses, dental technicians, clinical dental technicians and orthodontic therapists who are registered with the General Dental Council (GDC) and therefore hold a registration number. It relates to applications for dental membership in accordance with the Memorandum and Articles of Association and is intended to provide applicants with information about the Dental Defence Union†, MDU Services Limited and a summary of the policy of insurance, which is contained in this guide and which we advise you to read.

An application form is contained within this booklet.

Further application forms can be obtained from the DDU website **the-ddu.com** or by calling the DDU membership department on freephone **UK 0800 085 0614**. Our phone lines are open Monday to Friday, 8am to 6pm.

For membership queries please call the freephone membership helpline on
UK 0800 085 0614 Lines are open Monday to Friday, 8am to 6pm

Indemnity explained

Indemnity is a safeguard to protect an individual or company against the financial consequences of a claim. Professional indemnity for DCPs is intended to cover the cost of compensating a patient who has been avoidably harmed by the negligent act or omission of the DCP and no dental professional registered with the GDC can practise without it.

There are two types of professional indemnity for claims for clinical negligence available to dental professionals in the UK:

1. **Insured indemnity** – this is the most certain way to ensure that compensation is available for patients who have been negligently harmed. With insured indemnity you receive an insurance policy that gives a contractual agreement that it will provide assistance under the terms of the policy. Insured indemnity is already a requirement for practising dentists and doctors in most other developed countries in the world for the protection of patients.
2. **Discretionary indemnity** – this gives a member the right to request assistance and to have the request fairly considered, but it gives no right to receive assistance as a decision on whether to grant assistance is made on a case-by-case basis. Such indemnity is provided at the absolute discretion of the board of the provider.

The DDU advises DCPs that it is in their best interests to make sure they are individually insured. Individual indemnity ensures that DCPs can fulfil their obligations under GDC guidance. It also provides personal support and guidance to face the challenges that greater professional accountability may bring. As a member of the DDU, you gain access to the finest personal support available to defend you when you need it most.

The DDU believes that discretionary indemnity alone does not provide the necessary safeguards for UK healthcare professionals and their patients and that all healthcare professionals should be required to hold insured indemnity. Without proper indemnity provision, it is possible that a DCP may find him or herself facing a claim for many thousands of pounds, as well as legal costs.

The DDU – more than negligence claims

When thinking about what a dental defence organisation can offer, most dental professionals probably think just of indemnity in the event of a clinical negligence claim. But there are many other pressures facing dental professionals today, which mean it is just as important to join a defence organisation for access to the additional dento-legal benefits of membership.

DDU membership

The DDU has developed a membership package for DCPs that includes:*

- professional indemnity insurance for clinical negligence claims
- 24-hour telephone advice on the ethical and legal aspects of clinical practice, provided by a dedicated team of dentists and lawyers, all experts in their field
- support in preparing a response to patients' complaints
- support in preparing a case and representation at PCT and NHS Trust (or Health Board) disciplinary hearings related to clinical practice[#]
- support in responding to a complaint and representation at a GDC hearing relating to matters of clinical practice and personal misconduct
- support with criminal investigations and proceedings arising from clinical practice
- risk management advice in connection with your practice
- free dento-legal guide covering areas such as consent and confidentiality and our regular DDU journal
- discounts with a range of dental publishers and other organisations
- access to our website which contains the latest news, case histories and advice.

Rest assured that should you receive a complaint against you, you'll have access to the support and assistance of the DDU's dento-legal experts 24-hours a day.

*The DDU always seeks to offer attractive benefits as part of membership and, from time to time, may add, withdraw or amend benefits at its discretion.

[#] Where the presence of DDU representation is permitted under local procedures.

About DDU membership, MDU Services Limited and the policy

DDU membership provides you with the security of a regulated insurance policy. Uniquely among mutual defence organisations in the UK, membership of the DDU has a professional indemnity insurance policy as an integral and important part. From 14 January 2005, all insurance intermediaries in the UK have been required by law to be regulated by the Financial Services Authority. The following is some information about DDU membership, MDU Services Limited and the policy, which we advise you to read.

DDU membership

The benefits of membership of the DDU are all discretionary and are subject to the Memorandum and Articles of Association, a copy of which is available to download at the-ddu.com

About our insurance services

- 1 The insurance policy is arranged through MDU Services Limited (MDUSL). MDUSL's registered office is 230 Blackfriars Road, London SE1 8PJ. MDUSL is an insurance intermediary, authorised and regulated by the Financial Services Authority (FSA) in respect of insurance mediation activities only (reference number 312054). You can check this on the FSA's Register by visiting the FSA's website fsa.gov.uk or by contacting the FSA on 0845 606 1234.
- 2 MDUSL is a wholly owned subsidiary of The Medical Defence Union Limited (the MDU).
- 3 In the UK, MDUSL only offers professional indemnity insurance from two insurers, operating on a co-insurance basis:
 - SCOR UK Company Limited
 - International Insurance Company of Hannover Limited

SCOR UK Company Limited (SCOR) is authorised and regulated by the FSA (reference number 202333) and is a member of the Association of British Insurers (ABI).

International Insurance Company of Hannover Limited (Inter-Hannover) is authorised and regulated by the FSA (reference number 202640) and is a member of the ABI.

Your Demands and Needs

As a dental care professional we understand your demands and needs to be:

- you should have professional indemnity insurance, in addition to NHS indemnity:
 - (i) for dental work undertaken in dental practice, where this is not indemnified by your employer

- (ii) for dental work undertaken as an independent contractor in the NHS (General Dental Services, Personal Dental Services or similar) or as a private dental care practitioner, if you do such work
- (iii) to cover the gaps in the benefits provided under NHS indemnity for claims arising out of fee paying services such as preparing insurance and dento-legal reports
- (iv) for Good Samaritan acts worldwide

Policy summary

The policy provides indemnity to you for civil liability to pay compensation (including claimants' legal costs) and defence costs arising from claims against you for professional negligence by you or for professional negligence by a person for whom you are vicariously liable. This indemnity relates to claims arising from professional negligence in the provision, in a professional clinical or professional dental care capacity, of professional services in the United Kingdom including the Channel Islands and the Isle of Man. In the context of the policy, professional services includes the examination and treatment of an individual patient; providing written or oral advice concerning the diagnosis or treatment of an individual patient; providing written or oral advice to a court or employer on clinical or dental issues.

The policy also provides defence costs, but not any damages, for claims arising from allegations against you of defamation and from unproven allegations against you of sexual harassment, sexual misconduct or unlawful discrimination, arising out of the provision of professional services.

Good Samaritan acts are covered worldwide under the policy.

The policy provides cover up to a limit of:

- £500,000 for a dental nurse or dental technician,
- £2 million for a clinical dental technician or orthodontic therapist,

for a single claim and in aggregate in the policy year. The basis of cover is claims made i.e. you are entitled to claim under the policy for claims arising and which you report while you are an active DDU member and holding a valid policy. Under the policy you must notify a claim or circumstance as soon as reasonably practicable.

If you retire permanently from practising as a dental care professional, or in the event you become disabled and are unable to work while you are still a member and have a valid policy, or if you leave the DDU, you can continue to report incidents which occurred while you were a practising member of the DDU, but where claims are not made until after you retire permanently, cease work permanently due to disability, or leave the DDU, for a period of 10 years. An extended reporting period of one year is also available if you take family leave.

A 10 year extended reporting period is also built in should you die.

Please note that should you return to practice after a period of disablement, retirement or family leave, you will no longer benefit from this extended reporting period.

The policy covers the amount of work (i.e. non-NHS indemnified sessions per week you undertake in general or private dental practice) that you have notified to, and which has been agreed by, the DDU membership department at MDUSL. Work beyond that which would normally be undertaken by a dental care professional of your category may be covered subject to the prior agreement of the DDU membership department.

Policy exclusions

The policy contains exclusions, some of which are:

- the policy will not indemnify you to the extent that you are entitled to indemnity under any other policy with SCOR, Inter-Hannover or anyone else or have the benefit of NHS indemnity or of any other indemnification agreement;
- the policy will not indemnify you when you are entitled to be considered for a discretionary payment by any person including a dental defence organisation other than the DDU under that organisation's usual practices, except in respect of the provision of professional services while you are or were a newly qualified dental care professional in the first year after graduation;
- in respect of a claim which is made or a circumstance which arises relating to the provision of professional services by another person as:
 - (i) your partner in a firm, including a general medical or dental practice;
 - (ii) a shareholder or director in a company of which you are also a shareholder or director;or
 - (iii) an employee or agent of such a firm or company, except to the extent that you are vicariously liable for such a person;
- In respect of a claim or circumstance arising from any material published or broadcast by you or on your behalf or to which you have contributed in any way.

This policy summary is not intended to be a complete representation of the policy. For full details of the policy terms, conditions, definitions and exclusions please refer to the Professional Indemnity Policy UKDCM/UKDCK version 12.0/12.1, available on the DDU website at the-ddu.com/policy

Why we recommend the policy

MDUSL recommends the SCOR and Inter-Hannover insurance policy, as suitable for and in the best interests of DDU members, having taken into account the needs of dental care professionals, as listed above in your demands and needs statement, and having considered a number of factors including:

- how the insurance complements the discretionary benefits of membership offered by the DDU;
- the terms and conditions of the insurance policy;
- the clarity of the plain English wording of the insurance policy;
- the security of the insurer;
- the favourable terms the DDU has negotiated.

Other important information

If you terminate your membership before the end of the contract, no refunds will be given.

Complaints procedure

If you wish to register a complaint about MDUSL, please contact the Head of Membership at the following address:

MDU Services Limited
230 Blackfriars Road
London SE1 8PJ

Complaints we cannot settle may be referred to the Financial Ombudsman Service.

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR

Financial Services Compensation Scheme

MDUSL is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Insurance advising and arranging is covered for 90% of the claim with no upper limit.

Further information about compensation scheme arrangements is available from the FSCS.

DDU privacy policy

What does this privacy policy do?

This privacy policy sets out what personal information about you we will or may hold, and what we will be allowed to do with it. This privacy policy applies to you, because if you deal with us (for example by applying for or renewing membership) you consent to us holding and using such information in accordance with the contents of this document.

Please read this document carefully and keep a copy for your future reference.

Who are 'we'?

The Data Controller for your Data is The Medical Defence Union Limited (which includes the Dental Defence Union) (**MDU/DDU**). However, MDU Services Limited (**MDUSL**) is the nominated representative of the MDU under the Data Protection Act 1998 and MDUSL will be carrying out the activities of MDU/DDU for the purposes of this privacy policy. In some circumstances other MDU/DDU affiliated companies may carry out activities on its behalf.

A number of other **Permitted Users** will be using your information if:

- a. your membership benefits include our professional indemnity insurance policy; and/or
- b. we arrange credit facilities for payment of your subscription by instalments.

These Permitted Users include SCOR UK Company Limited (SCOR), International Insurance Company of Hannover Limited (Inter-Hannover) any insurers and reinsurers of such persons and Premium Credit Ltd.

References to 'we' or 'us' include such affiliates and Permitted Users.

What Data will we have?

This privacy policy covers all types of Personal Data (as defined in the Data Protection Act 1998) (Data) which essentially covers most personal information that we hold about you as an individual.

We will hold different types of information, depending upon what is provided to us, and what activities we carry out relating to you. This may include what the Data Protection Act 1998 defines as Sensitive Personal Data, covering, for example, your health or any criminal record.

Telephone calls may be recorded and will be used for training, monitoring and other purposes as MDUSL may require from time to time.

What will we use your Data for?

Your Data will be used, held and processed for the administration of or any other purpose associated with or which flows from:

- assessment and risk management of your application for, or renewal or continuation of, your membership of the MDU/DDU;
- administration of your membership (or application for or renewal of membership) of the MDU/DDU;
- any insurance policy issued to you by any Permitted Users;
- provision of credit facilities in connection with payment of your subscription by instalments which may include credit referencing;
- provision of advisory, claims handling and clinical risk management services;
- provision of other membership benefits and information relating thereto;
- your use of our website;
- research and statistical analysis;
- compliance and audit;
- training;
- systems development and repair;
- provision of marketing information

and all related purposes (**Permitted Purposes**).

What will we do with your Data?

Your Data may be held by us for the duration of your membership (if applicable) and such additional period as the MDU/DDU and/or MDUSL may require for the Permitted Purposes.

We will use and process the Data, share it between Permitted Users, and/or provide it to third parties as set out below as required for the Permitted Purposes.

Data may be transferred to, and stored at, a destination outside the European Economic Area (EEA). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. We will take all reasonable steps necessary to ensure that your Data is treated securely and in accordance with this privacy policy.

Where will we get your Data from?

We will receive Data from you when you contact us (including where you provide Data through our websites). In some circumstances, we will receive Data from third parties who provide services to us or to our members. We may also receive Data from regulatory or professional bodies, other medical or dental defence organisations or insurers, your employer or other healthcare professionals, claimants or potential claimants or their representatives.

Some parts of our website use cookies to facilitate the functioning of the website and to gather website usage statistics. Unless your browser settings indicate otherwise, you consent to our storing and accessing cookies on your computer in this way.

Who will we give your Data to?

We may share your Data among Permitted Users. We may also provide your Data to third parties who are contracted to provide services to us or to you relating to the Permitted Purposes or to our legal advisers, regulatory or professional bodies, the Compensation Recovery Unit and to other medical or dental defence organisations or insurers.

We will also disclose your Data where necessary in order to comply with any legal or regulatory obligations or codes of practice to which we are subject or in order to enforce or apply The Medical Defence Union Limited's Memorandum and Articles of Association, the terms of any insurance policy or other obligations which you owe to us or a Permitted User or to protect the rights, property, or safety of any Permitted User, its customers or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

We will not pass your Data to third parties for marketing or promotional purposes.

What rights do you have?

You can at any time in the future ask not to receive direct marketing or such other materials, including MDU/DDU journals and MDU/DDU publications, information about new products and services from MDUSL by writing to the MDU/DDU membership department at 230 Blackfriars Road, London, SE1 8PJ or by sending an email to **membership@the-ddu.com** or **membership@the-mdu.com**. You may also update your preferences on our website at the-ddu.com or the-mdu.com

The Data Protection Act 1998 gives you certain rights regarding your personal information. If you wish to exercise any of them, please write to the Company Secretary at 230 Blackfriars Road, London SE1 8PJ.

Changes to this privacy policy

This privacy policy will be revised from time to time to reflect changes in practice, parties, technology and law. The most current version of the privacy policy, which can be reviewed at the-mdu.com/privacy, the-ddu.com/privacy or obtained by contacting the Company Secretary at 230 Blackfriars Road, London SE1 8PJ, will be applicable to you and your Data at any time.

For membership queries please call the freephone
membership helpline on **0800 085 0614**

Lines are open Monday to Friday, 8am to 6pm

The Dental Defence Union

230 Blackfriars Road

London

SE1 8PJ

Tel: +44 (0) 20 7022 2209

Website

the-ddu.com

Membership

Freephone: 0800 085 0614

Fax: 0844 209 0308

Email: membership@the-ddu.com

From a mobile or overseas: +44 20 7022 2209

Feedback

Please give us your feedback about the DDU.

the-ddu.com/feedback