

# DCP Members Guide 2011/2012

**Summary of benefits of DDU<sup>†</sup> membership for clinical dental technicians, orthodontic therapists, dental nurses and dental technicians**



Welcome to membership of the DDU. This guide explains in detail the benefits of DDU membership for clinical dental technicians, orthodontic therapists, dental nurses and dental technicians. We look forward to helping and assisting you and trust that you will enjoy the many benefits available to you as a member.

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Welcome,

Thank you for choosing the Dental Defence Union. We still are and always have been a mutual, not-for-profit organisation owned by our members.

With the development of dental services in the UK to encompass a wider range of dental care professionals, we have been pleased to extend our membership beyond dentists to other regulated providers of dental care, but our commitment to members and their needs remains undiminished. We are committed to:

- providing the best possible defence and dento-legal services to our members
- delivering the service to members via dentists, lawyers and claims specialists who are experts in their field with an understanding of and empathy for the experiences of the profession.

To help you obtain maximum benefit from your DDU membership this member guide lays out details of the services that we can provide to you. Please take time to read it.

While much of what we offer is included in this booklet, we are constantly updating our services. To make sure you have the latest information I recommend you visit our website [the-ddu.com](http://the-ddu.com), where you can also view the Memorandum and Articles of Association of the Medical Defence Union.

We aim to be the best dental defence organisation providing appropriate services for our members. If you have any comments or suggestions about our services then please let me know.

Yours sincerely,



**Rupert Hoppenbrouwers BDS LDSRCS**

Head of the Dental Defence Union

## **Dentistry**

Dentistry is becoming more regulated with new obligations and risks facing dentists and dental care professionals seemingly on a daily basis.

You spend your life helping others, but you need to have someone you can turn to, who can support you with these challenges.

The DDU employs dentists who, through their own time in practice, understand the issues you are facing and can provide you with practical, personal advice and encouragement.

### **Specialist dento-legal advice when you need it – 24 hours a day**

There are likely to be times in your career when you will face a difficult dento-legal or ethical decision or you receive a patient complaint. Our team of experts (dentists and lawyers) are available to provide advice and support, 24 hours a day, 365 days a year.

Where appropriate they can help you draft a response to a complaint or arrange representation for you at inquiries or disciplinary hearings. Above all they are there to help you defend your reputation.

The services we provide are described in detail on page 7 of this guide.

### **Support when there is a claim against you**

Should an incident turn into a claim, you can have confidence that the DDU can put in place a team of experts, comprising a dentist, a claims expert and, if

appropriate, a lawyer to provide the very best defence for you.

We pride ourselves on keeping our members fully involved and informed on the development of a claim, and also on not settling a case without the consent of our member. In recent years we have won a number of landmark cases on behalf of our members.

(More information on the professional indemnity policy and our claims procedure is contained on pages 5 and 6 of this guide.)

### **Support and advice to help you to avoid common dento-legal pitfalls**

From experience of handling complaints and claims against MDU members for 125 years, we have built up knowledge of the common pitfalls which lead to problems. We provide you with a range of ways to obtain this information, including:

- our dento-legal publications on issues such as consent and confidentiality
- articles and case histories contained on our website **[the-ddu.com](http://the-ddu.com)**

## **Summary of benefits of DDU membership**

The Dental Defence Union (the DDU) is the specialist dental division of the Medical Defence Union (the MDU) and references to DDU membership mean membership of the MDU.

DDU membership entitles you to certain benefits. These fall into three categories

- 1. General benefits:** available to all members.
- 2. Contractual benefits:** Insurance coverage, from authorised insurers subject to the terms and conditions of the contract, available to most paying members.
- 3. Traditional discretionary benefits:** Assistance which members may request within the terms of the Memorandum and Articles of Association of the MDU.

## **1. General benefits**

Among the services available to current members are:

1. Right to vote on resolutions at the MDU's AGM# (not including associate members).
2. Right to receive the Annual Report and Accounts# (not including associate members).
3. Access to our publications such as the DDU Journal and a range of advisory publications on subjects such as consent and confidentiality.
4. Access to the comprehensive case history and advisory centre within the DDU website – **the-ddu.com**

## 2. Contractual benefits

Unlike other mutual dental defence organisations, our UK dental members receive an individual professional indemnity policy, issued by SCOR UK Company Limited and International Insurance Company of Hannover Limited.

### **Policy elements applying to clinical dental technicians, orthodontic therapists, dental nurses and dental technicians.**

This policy currently provides indemnity in the event of a claim against the member for clinical negligence, up to £2m\* for clinical dental technicians and orthodontic therapists and £500,000\* for dental nurses and dental technicians for any one claim and the total of all claims annually, as long as the claim falls within the terms and conditions of the policy. The cover is provided on a claims made basis – which means that it covers incidents which occurred while the individual was a member of the DDU and where a claim is made while the policy is still in force.

The policy also includes a retirement section, an extended reporting period section and a disability section. Under these conditions you can also continue to be covered for 10 years for incidents which occurred while you were a member of the DDU, but where a claim is not made until you retire permanently from practice, are unable to work because of disability or leave the DDU.

The policy does not cover:

- claims that arise from an incident at a time when the individual was not a member of the DDU

- claims that arise from an incident at a time when the individual was temporarily retired from practice, which may include when an individual is on maternity leave or taking a short term break from practice.

However, you can continue to be covered for incidents which occurred while you were a practising member of the DDU, but where a claim is not made until after you cease practising, for periods of family leave up to one year.

There is also a death cover section which allows your legal representative to report claims against your estate for 10 years after 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 right.

The cover provided under the retirement section, extended reporting period section, disablement section, death section, or family leave section is restricted to and within the indemnity limit of the last policy issued to you before commencing your extended reporting period after leaving the DDU, retirement, disablement or family leave, or before your death.

The policy includes cover for claims arising from Good Samaritan acts anywhere in the world.

Copies of the policy wording for DCPs are available on the DDU website - [the-ddu.com/policy](http://the-ddu.com/policy)

### **Regulatory control for peace of mind**

You have the added peace of mind in knowing that the insurance policy provided is subject to exacting standards of service and financial control set by external regulators.

Members' policies are arranged by MDU Services Limited, a company owned by the MDU, which acts as an independent intermediary with an agency for SCOR UK Company Limited, International Insurance Company of Hannover Limited and the MDU, and is regulated by the Financial Services Authority (FSA). FSA rules, by which MDU Services abides, set standards to ensure we act properly in the way we sell and administer the policies provided to DDU members. SCOR UK Company Limited and International Insurance Company of Hannover Limited are also regulated by the FSA.

### **Expert, consultative claims handling**

In the unfortunate event of your having a claim under the policy, it will be handled by one of MDU Services' experienced in-house teams. Teams include dentists, insurance experts and solicitors, if needed. We believe in keeping you informed on the progress of the claim as we know just how stressful the experience can be.

### **How to report a claim under the professional indemnity policy**

Often the first indication you will have of a claim for compensation being made against you is when you receive a letter from a patient or his solicitor.

Alternatively you may receive Court papers. It is important that you act quickly to report the claim to us, as we usually have only 12 weeks from receiving a detailed Letter of Claim to provide a full detailed response.

In order to report a claim to MDU Services:

- contact the freephone 24-hour dento-legal advisory helpline on **0800 374 626** and report that you have received notification of a claim against you. The adviser will arrange for you to be provided with a checklist of the documents we require – which will be based on the list overleaf.

Immediately after you receive the checklist please write to:

Claims Manager  
The Dental Defence Union  
MDU Services Limited  
230 Blackfriars Road  
London SE1 8PJ

If you do not receive the checklist within three working days please contact us.

Include the following details in your letter:

- confirmation that you would like our assistance with the claim
- your consent for us to act on your behalf in this matter
- the date on which you received the solicitor's letter or request for compensation or Court documents
- a statement formally confirming that you have sent the originals of all the records, radiographs, casts and other material relevant to the case in your possession to MDU Services and your consent that MDU Services may disclose these records to the Claimant's solicitors, if appropriate
- full details of any other practitioners or other persons involved in the sequence of events surrounding the claim
- any other information you feel relevant to the claim.

We also need you to send to us several documents including:

- the solicitor's letter or request for compensation or Court documents
- all records in your possession relating to the patient which may include:
  - the complete original records on single sided A4 sheets
  - a printout of computerised records
  - copies of relevant entries in the appointment book or message book
  - X-rays or scans
  - any other relevant records.

Please note it is essential that documents are not altered or amended in any way, as this may severely weaken your defence and could result in other serious adverse consequences for you such as disciplinary action.

We are aware of how upsetting it can be for a member to receive a claim. The sooner we are informed and receive these documents the sooner we are able to begin to assist you.

### **Out of pocket expenses**

Please note, in order to keep the costs of subscriptions low for the benefit of all members, we do not meet the costs incurred by you in attending court, hearings or meetings with the DDU relating to your case. Neither can we meet the costs of any locum cover you may need to arrange for you to attend one of the above events.

### 3. Discretionary benefits

In addition to insurance benefits, individual members may seek assistance from the DDU for a wide range of discretionary advisory benefits. The DDU is the only UK dental defence organisation to offer this attractive combination. Such benefits are at the absolute discretion of the Board of Management of the MDU, are not provided as a right and are all subject to the MDU's Memorandum and Articles of Association. Members have a right to request assistance and to have that request fairly considered.

#### Summary of discretionary benefits

In general, the DDU can assist with dento-legal problems that arise from the normal practice of clinical dentistry. Below is a list of examples of benefits which the DDU can provide:

- 24-hour telephone advice on the ethical and legal aspects of clinical practice, provided by specially trained dentists and lawyers
- support in preparing a case and representation at PCT and NHS Trust disciplinary hearings relating to clinical practice\*
- support with local, regional or national inquiries into the clinical management of patients.
- support in responding to a complaint and representation at GDC hearings relating to clinical practice and personal misconduct
- support with CHRE referrals to the High Court as a result of GDC decisions

- support with NCAS investigations
- support in preparing a response to patients' complaints
- support with criminal investigations and proceedings arising from clinical practice
- support in preparing a case and representation in a Coroner's Court
- risk management advice in connection with the member's practice
- advice and representation in dealing with press or media enquiries
- assistance with claims arising from clinical incidents which occurred while the clinician was a DDU member but were not reported until after he or she has left the DDU
- help with Good Samaritan acts worldwide for retired and other non-paying members.

In order to discuss or report any matter you wish to have considered for discretionary assistance, please contact the DDU's 24-hour freephone dento-legal advisory helpline on **0800 374 626**. We encourage you to contact us as soon as possible to discuss any concerns you have over an incident.

\* Where the presence of DDU representation is permitted under local procedures.

## Eligibility to request discretionary benefits

Members of the DDU are eligible to request assistance, which is at the absolute discretion of the Board of Management, but the following criteria are examples of those which may be taken into account when determining whether assistance will be provided or continued:

1. You should have been a full member of the DDU when the incident took place.
2. You should have been registered with the GDC or alternative appropriate registration body to perform the clinical duties you undertook and have had the required training and experience for the activities.
3. You should co-operate fully with MDU Services and its representatives.
4. You should provide full and accurate information relevant to the case and be truthful at all times.
5. You should have declared the full degree of the nature of your practice, in terms of type and quantity of work, to MDU Services and paid the appropriate subscription.

With the exception of Good Samaritan acts, the DDU does not offer assistance with any matter that arises from practice in the USA, Canada, Australia, Bermuda, Israel, Hong Kong or Zimbabwe, or for matters over which the courts of those countries have jurisdiction.

## Areas where the DDU is unlikely to provide support or representation

The following areas are examples of where it is unlikely that discretionary benefits will be provided:

1. Defence of criminal charges arising from activities not related to the normal treatment of a patient. (eg. assault of a colleague, motoring offences).
2. Matters arising from an admitted and /or proven criminal act.
3. Damages and fines payable for criminal acts.
4. Issues arising from commercial contracts or arrangements.
5. Investigations by competition authorities.
6. Issues arising from failure to achieve necessary educational or training standards (eg failing exams and assessments).
7. Employment disputes or contracts\*.
8. Partnership contracts and disputes\*.
9. Fee scales and recovery of charges for work performed\*.
10. Legal expenses or costs if you pursue a grievance or claim of defamation or discrimination against a third party.
11. Defence of allegations of personal misconduct (as distinct from clinical issues) at PCT and NHS Trust (or Health Board) disciplinary hearings.

\* We do not support members in the area of employment advice and associated services and strongly encourage members to join the BDA or other representative bodies in addition to the DDU.

12. Any matters arising from any element of your personal private practice where indemnity for clinical negligence claims is not supplied by the DDU.
13. Costs incurred by you in attending court hearings or meetings with the DDU relating to your case or the cost of locum cover you may need to arrange for you to attend one of these events.

#### **4. General membership procedures**

##### **Refunds**

Membership of the DDU is on an annual basis and is normally only terminated at the end of a membership year. Within six weeks of commencing or renewing membership of the DDU, you may request to cancel from inception and receive a full refund. Beyond this period, other than for reasons of sickness, retirement or family leave, the DDU does not give a refund of subscription should a member wish to curtail their membership mid year. Due to the uneconomic cost of doing so, refunds will not be made for amounts of £10 or less, although you may be able to use an amount of £10 or less as a credit towards your next subscription should you reactivate your membership within the policy year.

##### **Continuation of membership**

Approximately three weeks prior to the end of a membership year, members will normally receive an invitation to renew their membership of the DDU, and policy where applicable, for a further year.

Members are requested to respond to this invitation prior to their renewal date, but a period of up to 30 days grace beyond the renewal date is currently offered to allow the member to respond. So long as the member can confirm verbally that no new incident which may give rise to a claim has occurred during the period since the renewal date, then the renewal terms offered by the DDU will be honoured.

If no response is received then the member is erased from membership with effect from the renewal date and sent written confirmation to this effect. A member responding to this notice and wishing to remain may be reinstated within 10 days at the DDU's discretion.

Most DDU members find that the risk of forgetting to pay their annual subscription is removed by arranging to pay either with an annual direct debit or by monthly direct debit instalments. To enquire about how to pay by direct debit, contact the DDU membership department.

Members are required to keep the DDU up-to-date regarding the nature and extent of their practice at all times, but are specifically requested to inform the DDU as they renew of any change in their activities.

## Keeping your DDU membership up to date

It is important that you ensure the DDU is kept updated with changes in your personal and professional circumstances which may affect your DDU membership.

For example, please do not forget to update us when you move home. If we do not have your latest address you may not receive your renewal documents and could find yourself without membership.

The insurance policy states you must also inform the insurer via MDU Services Limited, without delay, of any changes to the type or amount of work you undertake which may increase or decrease your risk or exposure to risk. (eg. where you are now working full time, whereas previously you were working part-time.) If you fail to do so, you may lose your right to make a claim under the policy.

## 5. Service standards and complaints

Typically MDU Services receives over 120,000 telephone calls to the Membership helpline and over 25,000 calls to our 24-hour advisory lines annually. On some days we receive over 1,000 telephone calls.

Overall our aim is to:

- answer **at least** 95% of telephone calls to our Membership helpline directly at normal times and an average of **at least** 80% during peak periods (in 2010, our Membership team answered 99% of calls, over 80% within 20 seconds).

- answer **over** 95% of telephone calls to our medico and dento-legal advice lines directly, with the remainder of calls being returned within a maximum of two hours (In 2010, over 95% of telephone calls were directed straight to our advisers)
- answer all claims and case work correspondence within one week
- answer all membership correspondence within two weeks.

## Complaints – Insurance policy and claims

If you have a complaint about your insurance policy or an insurance claim, a clear complaints procedure is laid down within the policy. In summary you should first contact the head of membership at:

The Dental Defence Union  
MDU Services Limited  
230 Blackfriars Road  
London SE1 8PJ

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

South Quay Plaza  
183 Marsh Wall  
London E14 9SR

## **Complaints – Discretionary support or other matters**

If you have a complaint about a matter unrelated to the professional indemnity insurance policy, you should contact the chief executive at:

MDU Services Limited  
230 Blackfriars Road  
London SE1 8PJ

## **6. Data protection**

### **Protecting patient information**

Many members, including general dental practitioners, will be considered data controllers under the Data Protection Act 1998 and are therefore bound to inform patients about how they will use the data they hold about them.

It would therefore be prudent to inform patients - in practice leaflets and complaints procedures etc - that, should a patient make a complaint, the practice may need to provide personal data about the patient, and information about treatment they have received, to insurers or legal advisers.

### **Help us to help you**

In addition, when seeking dento-legal advice from the DDU, please remove or blank out information that would identify or help to identify the patient/s concerned, unless we specifically need the information or we have requested original or copies of patient records.

Providing us with documents that contain personal data about patient/s may delay our ability to respond quickly as we will need to remove patient details from incoming correspondence before passing it on to our Advisory team.

This brochure is intended only as a broad guide to the products and services offered by MDU Services Limited, the DDU, the MDU, SCOR UK Company Limited and International Insurance Company of Hannover Limited. The policies issued by such insurers contain terms, conditions and exclusions. The MDU is not an insurance company. The benefits of DDU membership of the MDU are all discretionary and are subject to the Memorandum and Articles of Association, a copy of which can be found on the DDU [the-ddu.com](http://the-ddu.com)

### **Further advice**

For detailed advice about specific instances and situations, call the DDU's 24-hour freephone advisory helpline on 0800 374 626. You will also find a range of helpful advisory and risk management articles on the DDU website.

The Dental Defence Union  
MDU Services Limited  
230 Blackfriars Road  
London  
SE1 8PJ  
Tel: +44 (0) 20 7202 1500

### **Advisory services, claims management and risk management**

Freephone: UK 0800 374 626 /  
Fax: +44 (0) 20 7902 5900  
Email: [ddu@the-ddu.com](mailto:ddu@the-ddu.com)

### **Membership**

Freephone: UK 0800 085 0614 /  
Fax: +44 (0) 20 7202 1696  
Email: [membership@the-ddu.com](mailto:membership@the-ddu.com)

### **Website**

[the-ddu.com](http://the-ddu.com)

<sup>†</sup>The Dental Defence Union (the DDU) is the specialist dental division of the Medical Defence Union Limited (the MDU) and references to the DDU and DDU membership mean the MDU and membership of the MDU. MDU Services Limited (MDUSL) is authorised and regulated by the Financial Services Authority in respect of insurance mediation activities only. MDUSL is an agent for the MDU. The MDU is not an insurance company. The benefits of membership of the MDU are all discretionary and are subject to the Memorandum and Articles of Association.

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