



**New Graduates**

# Application Guide

# Join now for your VT year and you will receive:

- A complimentary name badge (on your results or graduation day)
- A copy of the book 'The Oxford Handbook of Dental Patient Care'; or  
A t-shirt personalised for your dental school.

## Today, more than ever, you need DDU<sup>†</sup> membership

Today's dental professional works in a litigious and increasingly regulated environment. In the last 10 years the number of complaints to the General Dental Council (GDC) has risen significantly, as have complaints to dental practices and trusts. While many dental professionals, particularly at the beginning of their career, do not believe they will ever face these threats, statistics show that most dental professionals are likely to have at least one claim or complaint made against them during their career.

With the DDU, new graduates can gain access to the finest personal support available to defend you when you need it most.

You can **rest assured** that should you receive a complaint or disciplinary allegation against you, access to the support and assistance of fellow dental professionals is just a telephone call away, 24 hours a day, backed up by the DDU's leading dento-legal experts.

Furthermore if that complaint turns into a clinical negligence claim, you have **peace of mind** of knowing that you have, as an integral part of DDU membership, a policy of insurance, underwritten by SCOR UK Company Limited (SCOR) and International Insurance Company of Hannover Limited (Inter-Hannover), which can indemnify you for up to £10 million\*.

DDU membership is not only for when times are difficult. **To help you understand the law and your ethical requirements**, you can access the DDU's range of risk management tools and advisory publications, while **to assist with your professional development** you can make use of our helpful educational support programme, and extensive website of articles and case histories.

### In short, DDU members are assured of:

- **Peace of mind.**
- **Unrivalled support for your professional reputation.**

'...thank you for all the help and good advice that you have given me... It is of the greatest comfort to know that I had 'someone on my side.'

'...I would like to thank you... for all your help and attention. At all times you kept me informed and I felt well prepared for the panel. You made a very stressful time much easier to cope with.'

## DDU membership provides you with a wealth of benefits

As a registered dental professional you will be responsible for arranging your own indemnity for clinical negligence claims made against you in general dental practice.

Integral to DDU membership is a professional indemnity policy, underwritten by SCOR and Inter-Hannover, which can provide the safeguard you need for complete peace of mind.

You will receive:

- indemnity for claims arising from general or private practice
- insurance cover for Good Samaritan acts worldwide
- cover for claims under the policy for up to 1 year after you take family leave

The insurance policy will not cover you to the extent that you are entitled to NHS or any other indemnity. You still have peace of mind knowing that you have a legal right to receive indemnity for a valid claim under the terms of the policy.

As a DDU member you can also enjoy the very best support from expert dental professionals and lawyers, provided on the DDU's traditional discretionary basis. This includes:

- freephone 24-hour dento-legal advisory helpline
- support in preparing a case and representation at PCT and NHS authority disciplinary hearings
- support in responding to a complaint and representation at GDC hearings
- support with CHRE referrals to the High Court as a result of a GDC decision
- support in preparing responses to patient complaints
- support with criminal investigations and proceedings arising from clinical practice
- support in preparing a case and representation in a Coroner's Court
- advice and representation in dealing with press or media enquiries.

## Supporting you throughout your career

In addition, DDU membership can provide you with:

### Invaluable advice

Advice to help you avoid common pitfalls of practice and to keep you up-to-date on dento-legal issues, including:

- DDU dento-legal advice booklets covering areas such as complaints, confidentiality, record keeping and many others
- risk management modules to help you identify and reduce risk
- the popular and informative DDU Journal

Also, the opportunity to assist with continuing professional development and satisfying the GDC's Recertification Scheme requirements through the DDU's comprehensive and up-to-date website [the-ddu.com](http://the-ddu.com) with:

- the latest dento-legal news and 'hot topics'
- a large library of case histories
- a wealth of articles and advice
- secure facilities to email a DDU dento-legal adviser
- generous savings on dental text books from leading suppliers

**As a newly qualified dental professional** you will also receive a valuable 'Getting started' booklet at the start of your graduate year with helpful tips on getting started in dentistry. Other dento-legal advisory mailings are also issued to support you during this important year.

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

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

## Why should you choose the DDU?

The GDC requires all dental professionals to be indemnified against clinical negligence claims for which they are not indemnified by their employer. Why should you choose the DDU to provide this defence for you?

### The highest level of claims protection

Traditionally dental defence organisations have provided dental indemnity to dental professionals solely on a discretionary basis.

The difference between discretionary indemnity & insurance can be explained simply:

- An insurance policy gives a contractual agreement that will always provide assistance under the terms of the policy.
- Discretionary benefits give a dental professional the right to ask for financial support but not necessarily the right to receive it.

At the DDU we believe that our members should have the security that insurance provides but that they should also be able to call on discretionary assistance should they need it – the best of both worlds.

	security of an insurance policy	flexibility of support from a dentists' mutual
<b>DDU</b>	✓	✓
DPL/MDDUS	✗	✓

### Access to the most comprehensive expertise

The DDU's specialist in-house claims handlers and lawyers, and panel of external experts, provides you access to the highest level of specialist support when you need it.

### Know a claim will not be settled without you being consulted first

We do not ask you to sign a disclaimer allowing us to settle the claim as we see fit. We aim to keep you involved at all significant stages of the claim.

### Expert dento-legal and ethical advice, day or night

DDU members can call our freephone advisory helpline 24 hours a day, 7 days a week.

### Access to a wealth of information

DDU members have access to a variety of DDU resources – advice booklets, The Journal, DDU website and more.

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. The following is some information about MDU Services Limited and the policy, which we advise you to read.

## Your 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](http://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/register](http://fsa.gov.uk/register) 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 newly qualified dental professional we understand your demands and needs to be:

- you should have professional indemnity insurance, in addition to NHS indemnity:
  - 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
  - for dental work undertaken as an independent contractor in the NHS (General Dental Services, Personal Dental Services or similar) or as a private dental practitioner, if you conduct such work
  - 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 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.

An extension can be arranged to cover training grades working in recognised, supervised training positions in many countries of the world subject to prior agreement from the DDU membership department. Good Samaritan acts are covered worldwide under the policy.

The policy provides cover up to a limit of £10 million 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.

If you retire permanently from practising dentistry, or in the event you become disabled and are unable to work while you are still a member and have a valid policy, 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 or cease work permanently due to disability 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.

Claims that occur while you are a member of the DDU but are not reported until after you leave the DDU, other than for reasons of retirement, disability, family leave or death where you or your personal representatives have received an extension as set out above, are not covered by the policy, however, in these circumstances you have the right to request discretionary assistance from the DDU.

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 membership department at MDUSL. Work such as extra-oral bone harvesting, placement of implants and provision of botulinum toxin and non-permanent resorbable dermal fillers 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 pre-registration house officer, on the first year (F1) or second year (F2) of a Foundation programme or a newly qualified dental 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 any such 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.
- in respect of a *claim* or *circumstance* arising in any way out of the carrying out of cosmetic treatment to the soft tissues of the lips, face or any other part of an individual patient's body, other than surgery to the intraoral soft tissues.

**This policy summary is not intended to be a complete representation of the policy. A full list of the policy terms, conditions, definitions and exclusions is contained in this booklet starting on page 4.**

### Why we recommend the policy

MDUSL recommends the policy underwritten by SCOR and Inter-Hannover, as suitable for and in the best interests of DDU members, having taken into account the needs of dental 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

#### Termination of membership and refunds

The policy will terminate as and when you cease to be a member of the DDU other than as a result of your death or permanent retirement whilst a DDU member. Your entitlements under the policy will not be affected up to the date of termination. 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.

## Professional Indemnity Policy Version 11

Underwritten by SCOR UK Company Limited and by International Insurance Company of Hannover Limited.

SCOR UK Company Limited is authorised and regulated by the Financial Services Authority (FSA) (reference number 202333) and is a member of the Association of British Insurers (ABI). Registered Office: The London Underwriting Centre, 3 Minster Court, Mincing Lane, London EC3R 7DD. Registered in England No. 01334736.

International Insurance Company of Hannover Limited is authorised and regulated by the FSA (reference number 202640) and is a member of the ABI. Registered Office: 1 Arlington Square, Bracknell RG12 1WA. Registered In England No. 1453123.

This insurance policy, which includes the Schedule and any endorsements, is a legally binding contract. It is agreed that the information you have provided or which we hold about you and your practice, on which we have relied and which we have used to assess the premium payable by you, will form the basis of this Policy. The accuracy and completeness of such information is a condition precedent to the validity of this Policy. If any such information is inaccurate or incomplete, we will be entitled to treat this Policy as invalid and of no legal effect.

You must tell us if your circumstances change. You must also tell us about any change to your professional or personal situation which has or may have a material bearing on your professional practice, or on your membership of the MDU, or on the cover provided by this Policy. Such changes can include your type or amount of work, address and anything else which may increase or decrease your risk or exposure to risk. You must also tell us if you become aware that any information we hold about you is incorrect. If you fail to do any of these things without delay, you may lose your right to claim under this Policy.

Please read this Policy, the Schedule and any endorsements carefully and keep them in a safe place.

MDU Services Limited is an agent of SCOR UK Company Limited and International Insurance Company of Hannover Limited, which are both members of the Association of British Insurers (ABI).

### CONTACTING US

If you are required or need to contact us under any of the terms of this Policy, or for any other reason, you should do so at the following address:

MDU Services Limited  
230 Blackfriars Road  
London SE1 8PJ

Telephone: 0800 085 0614, fax: 020 7202 1696  
e-mail: membership@the-mdu.com

### COMPLAINTS PROCEDURE

We have tried to write this Policy in plain English but if there is anything you do not understand please contact us. If you have a query or cause for complaint regarding your Policy, firstly you should:

Contact the Head of Membership at the above address.

If you can provide details of your Policy and in particular your Policy number this will assist in dealing with your enquiry.

If we cannot settle your complaint, you may refer it to the Financial Ombudsman Service:

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

### THIS POLICY

**1** This insurance policy, which includes the Schedule and any endorsements, sets out the terms, conditions, exclusions and other provisions on which we agree to insure you. We have used the information about you and your practice which you have provided or which we hold, to assess the premium payable by you. When reading this Policy, please note the use of specially defined words, which appear in italics. There is a list of these defined words in clause 18.

### PERIOD OF INSURANCE

**2** This Policy is for the period shown in the Schedule.

### WHAT WE INSURE YOU FOR UNDER THIS POLICY

**3** We agree to indemnify you against civil liability (including civil liability for claimants' legal costs):

- (a) for professional negligence by you, arising from a claim:
  - (i) which is first made against you:

- (A) during the period of insurance other than in relation to a previously notified circumstance; or
- (B) after the period of insurance in relation to a reported circumstance; and
- (ii) which relates to the provision of professional services by you on an incident date when you were a member of the MDU;
- (b) for professional negligence by a person for whom you are vicariously liable, arising from a claim:
  - (i) which is first made against you:
    - (A) during the period of insurance other than in relation to a previously notified circumstance; or
    - (B) after the period of insurance in relation to a reported circumstance; and
  - (ii) which relates to the provision of professional services by such person on an incident date when you were a member of the MDU;
- (c) in respect of a Good Samaritan act by you, arising from a claim:
  - (i) which is first made against you:
    - (A) during the period of insurance other than in relation to a previously notified circumstance; or
    - (B) after the period of insurance in relation to a reported circumstance; and
  - (ii) which relates to a Good Samaritan act by you on an incident date when you were a member of the MDU; or
- (d) in respect of a Good Samaritan act by a person for whom you are vicariously liable, arising from a claim:
  - (i) which is first made against you:
    - (A) during the period of insurance other than in relation to a previously notified circumstance; or
    - (B) after the period of insurance in relation to a reported circumstance; and
  - (ii) which relates to a Good Samaritan act by such person on an incident date when you were a member of the MDU.

**4** We also agree to indemnify you against:

- (a) defence costs for any claim for professional negligence or in respect of a Good Samaritan act, as referred to in clauses 3(a) to (d); and
- (b) defence costs (but not any damages) for any claim which arises from:
  - (i) allegations of defamation against you arising from the provision of professional services on an incident date when you were a member of the MDU, by you or by a person for whom you are vicariously liable;
  - (ii) allegations of defamation against you arising from a Good Samaritan act on an incident date when you were a member of the MDU, by you or by a person for whom you are vicariously liable;
  - (iii) allegations, which are not proven or admitted, of sexual harassment, sexual misconduct, unlawful discrimination or any other alleged conduct by you arising in any such case from the provision of such professional services as are defined by clause 18(m)(i) or (ii) when you were a member of the MDU, even if the fact or matter alleged would, if proven, fall outside the proper scope of the provision of such professional services; or
  - (iv) allegations, which are not proven or admitted, of sexual harassment, sexual misconduct, unlawful discrimination or any other alleged conduct by you arising in any such case from a Good Samaritan act when you were a member of the MDU, even if the fact or matter alleged would, if proven, fall outside the proper scope of a Good Samaritan act,

in each case where the claim is first made against you:

- (A) during the period of insurance other than in relation to a previously notified circumstance; or
- (B) after the period of insurance in relation to a reported circumstance.

### TERRITORIAL COVER

**5** The indemnity we provide under this Policy is for the provision of professional services within the United Kingdom but for Good Samaritan acts worldwide. For this purpose:

- (a) you will only be regarded as providing professional services in the United Kingdom if:

- (i) at the *incident date* you were registered in and your practice was located in the *United Kingdom* and when you provided the *professional services* you were present in the *United Kingdom*; and
  - (ii) any individual patient to or in respect of whom the *professional services* were provided was, at both the *incident date* and (if different) the *examination date*, present in the *United Kingdom*;
  - (iii) every court to whom or for whose specific benefit the *professional services* were provided was, at the *incident date*, located in the *United Kingdom*;
- (b) a person for whom you are vicariously liable will only be regarded as *providing professional services* in the *United Kingdom* if:
- (i) at the *incident date* you were registered in and your practice was located in the *United Kingdom* and when such person provided the *professional services* they were present in the *United Kingdom*; and
  - (ii) any individual patient to or in respect of whom the *professional services* were provided was, at both the *incident date* and (if different) the *examination date*, present in the *United Kingdom*;
  - (iii) every court to whom or for whose specific benefit the *professional services* were provided was, at the *incident date*, located in the *United Kingdom*.

## WHEN YOU ARE INSURED

- 6 We agree to insure you under this *Policy* if you are a member of the *MDU* when this *Policy* commences and throughout the period of insurance.
- 7 This *Policy* will terminate if and when you cease to be a member of the *MDU*, other than as a result of your death. This will not affect your entitlements under this *Policy* up to the date of termination.

If you retire from practising dentistry or otherwise *providing professional services* during the term of this *Policy*, the following Retirement Cover Section will apply for a period of 10 years from the date of termination of this *Policy*.

### RETIREMENT COVER SECTION

Retirement Cover provides you with a continuation of the period during which we agree to indemnify you under this *Policy* if you retire from practising dentistry or otherwise *providing professional services* during the term of this *Policy*. Provided you are not practising dentistry, or otherwise *providing professional services*, whether paid or unpaid, at any time during this continuation period, this indemnity shall continue for a period of 10 years from the date of termination of this *Policy*.

Retirement Cover is provided on the terms and conditions and subject to the exclusions set out in this *Policy*. Provided that you are a member of the *MDU* when this additional benefit commences, you do not have to be a member at the time a *claim* is made. Any *claims* made during the continuation period are subject to and included within the aggregate indemnity limit applying to this *Policy*, which will apply to the period of this *Policy* together with the continuation period.

You must notify us of your intention to return to practising dentistry after retiring, in order for you to be covered in respect of the *provision of professional services* when you return to practice. If you return to work *providing professional services*, whether full time or part time, and whether paid or unpaid, you will no longer benefit from Retirement Cover.

### Additional premium for Retirement Cover

No additional subscription or premium is applicable for this cover.

If you become disabled and are unable to continue practising dentistry or otherwise *providing professional services* during the term of this *Policy*, the following Disability Cover Section will apply for a period of 10 years from the date of termination of this *Policy*.

### DISABILITY COVER SECTION

Disability Cover provides you with a continuation of the period during which we agree to indemnify you under this *Policy* if you cease practising dentistry, or otherwise *providing professional services* during the term of this *Policy*, due to disability. Provided you are not practising dentistry, or otherwise *providing professional services*, whether paid or unpaid, at any time during this continuation period, this indemnity shall continue for a period of 10 years from the date of termination of this *Policy*.

Disability Cover is provided on the terms and conditions and subject to the exclusions set out in this *Policy*. Provided that you are a member

of the *MDU* when this benefit commences, you do not have to be a member at the time a *claim* is made. Any *claims* made during the continuation period are subject to and included within the aggregate indemnity limit applying to this *Policy* which will apply to the period of the *Policy* together with the continuation period.

You must notify us of your intention to return to practising dentistry after suffering a disability, in order for you to be covered in respect of the *provision of professional services* when you return to practice. If you return to work *providing professional services*, whether full time or part time, and whether paid or unpaid, you will no longer benefit from Disability Cover.

### Additional premium for Disability Cover

No additional subscription or premium is applicable for this cover.

If you take ordinary maternity leave, adoption leave, paternity leave or parental leave and cease practising dentistry or otherwise *providing professional services*, during the term of this *Policy*, the following Family Leave Cover Section will apply for a period of 12 months from the date of termination of this *Policy*.

### FAMILY LEAVE COVER SECTION

Family Leave Cover provides you with a continuation of the period during which we agree to indemnify you under this *Policy* if you cease practising dentistry, or otherwise *providing professional services* due to ordinary maternity leave, adoption leave, paternity leave or parental leave. Provided you are not practising dentistry, or otherwise *providing professional services*, whether paid or unpaid, at any time during this continuation period, this indemnity shall continue for a period of 12 months from the date of termination of this *Policy*.

Family Leave Cover is provided on the terms and conditions and subject to the exclusions set out in this *Policy*. Provided that you are a member of the *MDU* when this benefit commences, you do not have to be a member at the time a *claim* is made. Any *claims* made during the continuation period are subject to and included within the aggregate indemnity limit applying to this *Policy*, which will apply to the period of the *Policy* together with the continuation period.

You must notify us of your intention to return to practising dentistry after being on leave, in order for you to be covered in respect of the *provision of professional services* when you return to practice. If you return to *providing professional services*, whether full time or part time, and whether paid or unpaid, you will no longer benefit from Family Leave Cover. If during the period of Family Leave you retire or become unable to return to practising dentistry due to disability, Retirement Cover or Disability Cover will apply as appropriate, and shall continue for a maximum period of 10 years from the original date of termination of this *Policy*.

### Additional premium for Family Leave Cover

No additional subscription or premium is applicable for this cover.

If you die during the period of this *Policy*, or die after having commenced (and during the period of) cover under the Retirement Cover Section, the Disability Cover Section or the Family Leave Section, the following Death Cover Section will apply to this *Policy*.

### DEATH COVER SECTION

Death Cover provides you with a continuation of the period during which we agree to indemnify you under this *Policy*.

Death Cover shall continue for 10 years from the date of termination of this *Policy*.

Death Cover is provided on the terms and conditions and subject to the exclusions set out in this *Policy*. You must have been a member of the *MDU* at the date of your death. Any *claims* made during the continuation period are subject to and included within the aggregate indemnity limit applying to this *Policy*, which will apply to the period of this *Policy* together with the continuation period.

### Additional premium for Death Cover

No additional subscription or premium is applicable for this cover.

## HOW MUCH WE INSURE YOU FOR

- 8 The Schedule sets out the maximum amount of our indemnity to you (including *defence costs*) for each *one claim* and the total of all *claims* in respect of the period of insurance. We may at any time pay the relevant maximum amount (or the balance of this amount) to you and we will then have no further obligations under this *Policy*.

## WHEN YOU HAVE TO NOTIFY US

9 You must notify us as soon as reasonably practicable of:

- (a) any *claim* against you for *professional negligence* or in respect of a *Good Samaritan act* or arising from allegations against you of the type referred to in clause 4(b); or
  - (b) your becoming aware of any *circumstance* that may give rise to any *claim* against you for *professional negligence* or in respect of a *Good Samaritan act* or arising from allegations against you of the type referred to in clause 4(b).
- (A) Your personal representatives must notify us of your death as soon as practicable.

## YOUR DUTY TO CO-OPERATE

10 You agree to act in good faith in all your dealings with us and at your expense to:

- (a) give us, our investigators and legal representatives all information and assistance we may reasonably require; and
- (b) co-operate fully with us, our investigators and legal representatives.

## OUR RIGHT TO THE CONDUCT AND CONTROL OF CLAIMS

11 If we make a payment under this *Policy*, we are subrogated to all your rights of contribution and indemnity or recovery. This means we may act at our own expense in your place to pursue these rights.

12 We may, if we so wish, take over and conduct in your name the defence and/or settlement of any *claim* or *proceedings*. If we do, you will give us all such information and assistance as we may reasonably require.

## CONSENT TO SETTLEMENT

13 You agree that you will not, without our prior written consent:

- (a) admit any legal liability for a *claim*; or
- (b) settle a *claim*, in respect of which we may be required to indemnify you.

14 We will not admit liability for, or settle, any *claim* against you without your prior consent.

15 (a) If you refuse to consent to our settling a *claim*, other than a defamation *claim*, our liability is then limited to the amount we recommend in settlement plus *defence costs* to the date we recommend settlement of the *claim* to you.

- (b) If you refuse to consent to settlement of a defamation *claim* against you, our liability for *defence costs* is then limited to the amount of the *defence costs* incurred to the date our legal representatives recommend settlement of the *claim*.

16 You agree not to surrender any right to, or settle any *claim* for, contribution, indemnity or recovery from any other party without our prior written consent.

## WHAT WE EXCLUDE FROM THE POLICY

17 We will not indemnify you under this *Policy*:

- (a) to the extent that you or a person for whom you are vicariously liable are entitled to indemnity under any other policy with us or anyone else or have the benefit of NHS indemnity or of any other indemnification agreement;
- (b) when you or a person for whom you are vicariously liable are entitled to be considered for a discretionary payment by any person including a medical and/or dental defence organisation other than the MDU under that organisation's usual practices (as if you did not have this *Policy*), except in respect of the *provision of professional services* or a *Good Samaritan act* or allegations against you of the type referred to in clause 4(b) while you are or were a pre-registration house officer, on the first year (F1) or second year (F2) of a Foundation programme or a newly qualified dental professional in the first year after graduation;
- (c) in respect of a *claim* which is made or a *circumstance* which arises relating to the *provision of professional services* or a *Good Samaritan act* 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 any such person;

- (d) in respect of a *claim* which is made or a *circumstance* which arises from the *provision of professional services* as defined by clause 18(m)(iii), other than a *claim* which is or may be made by the recipient or court to whom or for whose specific benefit such *professional services* have been provided;
- (e) in respect of:
  - (i) any trading or personal debt incurred by you;
  - (ii) any fine, or civil or criminal penalty or any punitive, aggravated, additional or exemplary damages;
  - (iii) compensation for damage to or destruction or loss of any property;
  - (iv) any withholding of remuneration in conjunction with a disciplinary hearing; or
  - (v) any indirect or consequential loss, or loss of profits or of earnings by you;
- (f) for any judgement or order (except arising from or in connection with a *Good Samaritan act*) of, based on or derived from a court of any country outside the United Kingdom;
- (g) when a person makes a *claim* against you or a *circumstance* arises because, and only because, the person is related to you as your employee, locum tenens or agent;
- (h) in respect of a *claim* or *circumstance* arising in any way out of the ownership, lease, use or occupation or state of any premises or anything done or omitted to be done in respect of the state of any premises;
- (i) in respect of a *claim* or *circumstance* arising in any way out of the manufacture, distribution or sale of any products outside the proper course of the *provision of professional services*;
- (j) in respect of a *claim* or *circumstance* arising in any way out of the unlawful sale, supply, use or application of any substance;
- (k) in respect of a *claim* or *circumstance* arising in any way out of:
  - (i) actual or threatened pollution of the environment;
  - or
  - (ii) any requirement for you to deal with that pollution, other than the *provision of professional services* or a *Good Samaritan act* to an individual patient injured or ill as a result of such pollution;
- (l) in respect of a *claim* or *circumstance* arising from allegations of defamation, except for the indemnity for *defence costs* under clause 4(b)(i) or (ii);
- (m) 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;
- (n) in respect of a *claim* or *circumstance* arising in any way from your insolvency or bankruptcy (except a failure to *provide professional services* as a result of such insolvency or bankruptcy);
- (o) in respect of a *claim* or *circumstance* arising in any way from proven or admitted criminal activity or criminal behaviour, whether or not within the *provision of professional services* or a *Good Samaritan act*;
- (p) in respect of a *claim* or *circumstance* arising in any way from proven or admitted sexual harassment, sexual misconduct or unlawful discrimination;
- (q) in respect of a *claim* or *circumstance* arising in any way from alleged sexual harassment, sexual misconduct or unlawful discrimination, or from any other alleged conduct by you which in any such case:
  - (i) would not be within the proper scope of the *provision of such professional services* as are defined by clause 18(m)(i) or (ii) or a *Good Samaritan act*; and
  - (ii) is not proven or admitted, except for the indemnity for *defence costs* under clause 4(b)(iii) or (iv);
- (r) in respect of a *claim* or *circumstance* arising in any way out of your deliberate intent to cause harm, or your fraudulent, dishonest, malicious or reckless act or omission or, where you were knowingly party to such act or omission, that of any person for whom you are vicariously liable;
- (s) in respect of the consequences of any *circumstance* which was:
  - (i) notified under any policy which was in force prior to the inception of this *Policy*; or
  - (ii) known to you at the inception of this *Policy*; or

- (t) in respect of a *claim* or *circumstance* arising in any way from your vicarious liability for the acts or omissions of a registered medical or dental practitioner;
- (u) in respect of a *claim* or *circumstance* arising in any way from your vicarious liability for the acts or omissions of any person in the course of medical or dental practice in a nursing home or in the provision of laboratory or other services to the medical, dental or allied professions; or
- (v) in respect of a *claim* or *circumstance* arising in any way out of the carrying out of cosmetic treatment to the soft tissues of the lips, face or any other part of an individual patient's body, other than surgery to the intraoral soft tissues.

## DEFINITIONS

### 18 In this *Policy*:

- (a) **Circumstance** means an event that may give rise to a *claim* for *professional negligence* or a *claim* in respect of a *Good Samaritan act* or an allegation against *you* of the type referred to in clause 4(b);
- (b) **Claim** means:
  - (i) a demand for, or an assertion of a right to, compensation or damages; or
  - (ii) an intimation of an intention to seek compensation or damages;
- (c) **Defence costs** means legal costs, disbursements and related expenses reasonably and necessarily incurred by *you* with *our* prior written consent or by *us* on *your* behalf, in relation to a *claim* or *reported circumstance* relating to *professional negligence*, a *Good Samaritan act* or allegations against *you* of the type referred to in clause 4(b):
  - (i) in investigating, defending, settling or mitigating any *claim*; or
  - (ii) in prosecuting any *proceedings* for indemnity, contribution or recovery;
- (d) **Examination date** means the date on which an individual patient was examined. If there are multiple dates, this will be the earliest date;
- (e) **Good Samaritan act** means providing, or failing to provide:
  - (i) the examination, diagnosis, treatment (including prescribing of drugs or therapy) or care of an individual patient; and/or
  - (ii) written or oral advice on or concerning the examination, condition, diagnosis, treatment (including prescribing of drugs or therapy) or care of an individual patient,
 

in each case in a clinical or medical emergency, accident or disaster when *you* or a person for whom *you* are vicariously liable are not present in *your* or their professional capacity but as a bystander;
- (f) **Incident date** means the date of the *provision of professional services* or a *Good Samaritan act* or the matter alleged of the type referred to in clause 4(b) that gave rise to the *claim* or *circumstance*. If there are multiple dates, this will be the earliest date. If there was a course of treatment, this will be the date on which the course of treatment started or, if later, the earliest date on which it is claimed the alleged *professional negligence* occurred;
- (g) **the MDU** means The Medical Defence Union Limited;
- (h) **One claim** means:
  - (i) all *claims* by one or more claimants arising, directly or indirectly, from any *related professional services*;
  - (ii) all *claims* by one or more claimants arising, directly or indirectly, from the *provision of professional services* or a *Good Samaritan act* to a woman and her unborn or newly born child or children;
  - (iii) all *claims* by one or more claimants arising, directly or indirectly, from any one error or omission or any one series of common or similar errors or omissions in the *provision of professional services* or a *Good Samaritan act*,

otherwise, each *claim* will be treated as being separate;
- (i) **Policy** means this document, the Schedule and any endorsements;
- (j) **Previously notified circumstance** means a *circumstance* which *you* first notified to *us* or *our* agents or to *the MDU* or its agents prior to this period of insurance;

- (k) **Proceedings** means:
  - (i) any legal *proceedings* relating to a *claim* for *professional negligence*, a *Good Samaritan act* or allegations against *you* of the type referred to in clause 4(b); and
  - (ii) *proceedings* by *us* in exercise of *our* rights under clause 12;
- (l) **Professional negligence** means actual or alleged negligence or breach of duty owed to any person (including statutory or contractual duty) in the *provision of professional services*;
- (m) **Professional services** means, in a professional clinical or professional dental capacity:
  - (i) the examination, diagnosis, treatment (including prescribing of drugs or therapy) or care of an individual patient; and/or
  - (ii) written or oral advice on or concerning the examination, condition, diagnosis, treatment (including prescribing of drugs or therapy) or care of an individual patient; and/or
  - (iii) written or oral advice to or for the specific benefit of a *recipient* or court on or concerning clinical or dental issues, without reference to an individual patient;
- (n) **Provision of professional services and providing professional services** means providing, or failing to provide *professional services*;
- (o) **Recipient** means:
  - (i) *your* employer, in the course of *your* employment;
  - (ii) a person or entity who or which engages *you* under a contract for the *provision of professional services*, in the course of *your* carrying out the same;
  - (iii) a person or entity to whom *you* provide *professional services* as an employee, contractor or agent of another person or entity, in the course of *your* carrying out the same;
- (p) **Related professional services** means the *provision of professional services* or a *Good Samaritan act* in connection with all dental or clinical matters or issues which have a common cause or similar origin;
- (q) **Reported circumstance** means a *circumstance* *you* first report to *us* or *our* agents during the period of this insurance;
- (r) **United Kingdom** means the United Kingdom of Great Britain and Northern Ireland, together with the Channel Islands and the Isle of Man;
- (s) **We** means the insurers named in the Schedule for each period of insurance and *us* and *our* will be construed accordingly;
- (t) **You** means:
  - (i) the insured named in the Schedule;
  - (ii) the personal representatives of *your* estate following *your* death or *your* legal representatives if *you* become incapable, insolvent or bankrupt; and
  - (iii) *your* beneficiaries and those who have or obtain an interest in *your* beneficiaries' estates following their deaths; and *your* will be construed accordingly;
- (u) the singular includes the plural; and
- (v) the male gender includes the female, and vice versa.

## CO-INSURANCE

19 *Our* obligations under this *Policy* are several and not joint, in the proportions set out by *our* names in the Schedule. Neither of *us* is responsible for the obligations of the other.

## ARBITRATION

20 If there is a dispute or difference between *you* and *us* arising out of or in connection with this *Policy*, this will be referred to arbitration before a sole arbitrator who *you* and *we* will appoint under the English arbitration legislation. Such a reference to arbitration and all *proceedings* relating to it will be subject to the provisions of the Arbitration Act 1996 and any statutory modification or re-enactment of that Act.

## GOVERNING LAW

21 Unless *we* and *you* agree otherwise in writing, this insurance contract will in all respects be governed by and construed in accordance with English law and, except for any reference to arbitration under clause 20, is subject to the exclusive jurisdiction of the English Courts.

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

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

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If you would like to receive this application guide and form or any of our literature in a large print format please contact our membership helpline on the number above.

<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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