



UK Company Protection membership

Statement of benefits

Company	Dental Protection
Product	Claims-made dental malpractice indemnity

Dental Protection is a trading name of The Medical Protection Society Limited (“MPS”). MPS is a company limited by guarantee in England with company number 00036142 at Level 19, The Shard, 32 London Bridge Street, London, SE1 9SG. Dental Protection serves and supports the dental members of MPS with access to the full range of benefits of membership, which are all discretionary, and set out in MPS’s Memorandum and Articles of Association. MPS is not an insurance company. Dental Protection® is a registered trademark of MPS.

This document contains a summary of the key features and limitations of claims-made discretionary Company Protection for incorporated dental companies. Your membership documents will detail the benefits available to you, and you should check these for any endorsements that change the scope of protection provided.

Why is Company Protection membership needed?



An incorporated company could be held liable for a range of problems, including but not limited to:

- the actions or omissions of staff it employs, whether or not they have their own professional indemnity arrangements, for example dental care professionals and administrative staff; and
- failures in practice systems or procedures such as patient referrals or test results; and
- a failure to properly investigate complaints or patient safety concerns.

Even where claims are made against an individual dentist there is still a risk that the company itself is also sued for failures in its procedures and controls, so you should consider arranging appropriate clinical negligence indemnity or insurance for your business. This is to ensure patients will be adequately compensated if they suffer harm due to dental negligence when seeking legal recourse.

Company Protection membership allows incorporated companies to request assistance in the event a legal challenge is brought against your company (corporate entity). This product sits separately and in addition to any individual practice principal membership with Dental Protection.



What does Company Protection offer?



Company Protection membership offers discretionary indemnity and not insurance. Our Company Protection membership can provide the following:

- indemnity for clinical negligence claims brought against the company (corporate entity) for its activities in providing clinical professional services; and
- protection against claims alleging vicarious liability and non-delegable duty of care.

Company Protection membership benefits are provided on a claims-made basis, which means that to request assistance for an adverse incident you must be in a period of active membership, both at the time the incident occurred and at the time we are notified of it.

You should therefore report adverse incidents or possible adverse incidents to us as soon as practically possible. An adverse incident is any event or circumstance that might give rise to a claim of clinical negligence made against your company.

Company Protection membership does not provide an ongoing right to request assistance (extended reporting benefit), so once your claims-made membership ends, you cannot notify us of any known adverse incidents or new claims arising from the membership period. You will need to ask your new insurer or indemnity provider for retroactive protection to cover any claims arising from your membership period that have not been notified to us.

This membership type is only available to incorporated companies and not individual dental students, registered dental practitioners or dental care professionals.

What does 'discretionary' indemnity mean for you?



We are dedicated to treating members fairly and placing them at the heart of everything we do.

All the benefits of membership are discretionary, as set out in our Memorandum and Articles of Association (available on request and at dentalprotection.org). Among these benefits is the right to ask for assistance with a range of dentolegal issues, including indemnity for clinical negligence claims. As a mutual society we are owned by our members, so our starting point is always to see how we can help.

When determining whether or not to provide a Company Protection member with assistance, or the scope of any assistance that can be offered, we ensure that the circumstances of the member's case are considered on an individual basis by appropriately qualified advisers, who are trained in dentolegal matters. These advisers will exercise their good judgment, on the basis of their experience and knowledge of modern practice, and in line with our established procedures to ensure due process is followed, to decide whether or not we should assist in each particular circumstance. We will never exercise our discretion in an arbitrary and irrational way.



What does Company Protection membership provide?



Company Protection membership provides protection for the corporate entity only.

All requests for assistance are considered on their individual circumstances, declared nature of work, locations of clinical services provided and membership in place at the time.

All registered dental professionals working for the company must have and maintain their own individual insurance or indemnity arrangements covering the full scope of their practice in the UK. Protection for dental nurses and dental technicians is not included within Company Protection, so this requirement should be considered separately.

The benefits of Company Protection membership are summarised below, however, you should also read your membership documents to check which apply. Whilst we carefully consider each request for assistance on a discretionary basis, there are some circumstances in which we are unlikely to help. The list provided under 'exclusions' in the table below, while not exhaustive, are some examples of matters that we would be unlikely to assist with:

Company Protection membership

Benefits

- ✓ Claims indemnity limit of £1,000,000 for each claim and in the aggregate
- ✓ Advice and assistance with cases and claims related to vicarious liability and / or non-delegable duty of care against the corporate entity
- ✓ Advice and assistance with incidents and complaints against the corporate entity, for incidents caused by and relating to clinical treatment provided by the company
- ✓ Redirection of claims that assert the company as being vicariously liable or having a non-delegable duty of care
- ✓ Defence costs for legal proceedings brought against the organisation where efforts to deflect the claim onto the treating clinician have failed
- ✓ Payment of compensatory damages for any claims brought against the organisation where they are found to have vicarious liability or a non-delegable duty of care
- ✓ Dentolegal advice (emergency helpline available 24/7)
- ✓ Help from our Press Office with unwanted media attention



Company Protection membership

Exclusions

- × Protection for circumstances and / or claims known by the company before the membership retroactive date (these should have been reported to your previous provider)
- × Claims caused by any malpractice incident, negligent act, error, omission, breach or loss that occurred before the membership retroactive date
- × Any claims that arise from events that occur after your membership has ended
- × Any cases or claims notified more than 30 days after the end of your membership even if the event occurred whilst in membership
- × Indemnity for any other incorporated companies linked to the directors – each limited company should have its own indemnity
- × Individual indemnity for registered dental practitioners or dental care professionals, Company Protection does not replace the need for individual indemnity for clinicians
- × Claims arising outside of the UK or claims relating to the treatment of patients outside of the UK
- × Matters not arising from clinical negligence – for example, Directors' and Officers' liability, Product Liability and Public Liability
- × Indemnity for non-clinical matters (for example, employment tribunals)
- × Any matters relating to criminal proceedings arising from the personal / non-professional or reckless conduct of employees or contracted staff, for example, drink-driving offences, possession of drugs or assault
- × Assistance with allegations of fraud
- × Payment of fines or financial penalties (for example, a fine that was the result of a data protection breach)
- × Corporate Manslaughter
- × Employers Liability – help paying compensation if an employee is injured or becomes ill because of the work they do for the employer



Are there any financial limitations to my membership?



Subject to assistance being confirmed, there are financial limits to claims-made indemnity provided to Company Protection members however, no excesses apply. The total amount we will pay for the aggregate of all claims, legal costs and other matters paid under each membership period will not exceed the maximum limit of indemnity of £1,000,000.

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

Where am I indemnified?



UK Company Protection membership is available to incorporated companies operating in the United Kingdom of Great Britain and Northern Ireland.

What are my responsibilities as a member?



All the benefits of membership are discretionary and subject to you complying with the Memorandum and Articles of Association. You must:

- ! Ensure the business description in your membership documents adequately reflects the clinical services you provide.
- ! Notify us as soon as practicable of any inaccuracies in the information you have given us.
- ! Ensure you have notified any known claims or circumstances to prior insurers as they will not be indemnified by this membership.
- ! Ensure that any agreed retroactive date is appropriate for this membership.
- ! Ensure that all clinical staff (including dental care professionals who are your employees):
 - have and maintain current, adequate and appropriate indemnity / insurance cover; and
 - are registered with the relevant professional body and advise you of any changes to their registration status; and
 - work within the boundaries of their professional competence and scope of practice; and
 - take all reasonable steps to comply with all relevant applicable laws, obligations, regulations, and professional guidance.



- ! Ensure that all staff:
 - have appropriate qualifications and training for the work they undertake; and
 - receive induction and on-going training / supervision (including temporary/ locum staff).
- ! Maintain a record of the maintenance and servicing of all clinical equipment or devices and retain such records in accordance with established local / national guidance.
- ! Conduct regular audits of the clinical records maintained by individual clinicians.
- ! Retain a record of the contact details for all dental professionals and / or dental care professionals which should be updated at the time any dental professional and / or dental care professionals ceases to work for you.
- ! Provide us with all the locations where clinical services are provided (including where different from the registered office).
- ! Provide true, accurate and complete information when taking out, renewing or making changes to your membership to ensure that the protection provided is appropriate for the clinical services you provide. This is especially important for the retroactive date, if you have requested one from us.
- ! Tell us in advance of any change that materially changes the risk indemnified by your membership (for example, changes to your activities) to ensure that your company is suitably protected.
- ! Let us know as soon as reasonably possible if your contact details change including authorised persons assigned to manage your membership.
- ! Take reasonable steps to prevent accident or injury.
- ! Pay your membership subscription on time.
- ! Not have equivalent benefits available from Company Protection membership with another dental defence organisation or an insurer without our agreement.

In the event of a case, complaint or claim you (or nominated individual for example, Corporate Officer) must:

- ! Notify us of any claims or circumstances that might give rise to claims or cases made against your company in a timely way and follow our incident reporting process:

You must tell us as soon as possible if an adverse incident occurs. If your membership has ended, you must have reported the incident within the 30-day notification period at the end of the membership period. If you do not let us know, it could mean that if a claim is ever made against the corporate entity following the incident, we won't be able to assist.

Your ability to request assistance from us depends on two things:

- the date on which an adverse incident occurred; and
- the date the adverse incident and claim is reported to us.

It is essential that the details of any adverse incident are recorded in writing. The nature of clinical negligence means that a significant amount of time can go by between an adverse incident happening and a claim being brought. Recording the incident details early helps us manage the outcome more effectively and will ensure your company is protected if it develops into a claim. The simple noting of an incident in an incident book, without other grounds for believing a claim may be made shall not constitute a notifiable circumstance.



- ! Comply with our reasonable requirements for case management (for example, attending conferences or meetings to provide information).
- ! Be honest and truthful in all dealings and behave in a reasonable manner towards our staff.
- ! Accept our choice of legal representation.
- ! Accept our advice and conduct of cases in all material matters (including case strategy and settlement).
- ! Co-operate fully with us and our representatives.
- ! Provide full and accurate information relevant to the case without delay and be truthful and act in good faith at all times.
- ! Not disclose the amount of protection available to any third party unless you have our prior written consent.
- ! Not admit legal liability for a claim or settle a claim without our agreement. This does not restrict you from complying with your professional obligations relating to duty of candour and being transparent in the event of an adverse incident, or from providing an appropriate apology.

You may have specific additional obligations under your membership which will be shown in your membership documents.

Any failure to disclose full and accurate details could result in us rejecting requests for assistance, declining or withdrawal of membership benefits and / or the cancellation or non-renewal of your membership.

When and how do I pay?



You can choose to pay your membership subscription annually by card or Direct Debit or by monthly Direct Debit. No charges will be applied for paying in instalments.

When does my membership start and end?



Your membership starts on the date shown on your certificate of membership. Your membership will run for 12 months (unless stated otherwise in your membership documents). We will send you notice when your membership is approaching renewal. Before renewing, you should let us know of any changes to the information we hold about you and if paying annually, your subscription should be paid by the due date to ensure continuous membership.



How do I cancel my membership?



- ! Company Protection membership is on an annual basis (unless stated otherwise).
- ! You may cancel your membership by phone or in writing (email or post) within 30 days of the start of your current membership period.
- ! If within the first 30 days of the membership period you decide not to take this membership and you have not made or notified us of a claim or circumstance, then we will refund your subscription in full and treat this membership as if it never existed. If any claim or circumstance has been made or notified no refund will be allowed.
- ! You can choose not to renew your membership by providing notice at any time before the end of your current membership period.