



# UK dental membership for students

## Statement of benefits

<b>Company</b>	Dental Protection
<b>Product</b>	Occurrence-based dental malpractice indemnity

Dental Protection is a trading name of The Medical Protection Society Limited (“MPS”). MPS is a company limited by guarantee in England with company number 00036142 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 occurrence-based discretionary student membership with Dental Protection. Your membership documents will detail the benefits available to you, and you should check these for any endorsements that change the scope of protection provided.

## Why do I need indemnity?



Whilst in training, students are provided with indemnity through the University / Hospital setting in which they train which would normally extend to include work in an Outreach Setting. Some student roles may require the student to have their own indemnity arrangements in place for example, orthodontic therapists who undertake training in a dental practice setting. In this case, claims indemnity may be provided by the practice owner / employer or through individual membership. Membership of a dental defence organisation can provide helpful wraparound support for dentolegal issues that fall outside of the scope of these schemes, such as claims arising from Good Samaritan acts or support with Student Fitness to Practise Investigations instigated by your dental school.

Once you qualify, the General Dental Council (GDC) requires you to have insurance or indemnity arrangements in place covering the full scope of your dental practice in the UK, so you should ensure you have separate clinical negligence indemnity or insurance for clinical work you do that is outside the scope of state indemnity schemes or equivalent arrangements. Dentists offering NHS dental treatment in general dental practice in the UK will need to have individual claims indemnity arrangements in place as this work falls outside NHS / state indemnity.

In addition to the mandatory need to have claims indemnity in place, you should also consider additional protection that provides the following:

- Personal regulatory protection.
- Dentolegal support and advice.



## What does Dental Protection offer?



Dental Protection offers discretionary indemnity and not insurance. Dental Protection student membership provides you with occurrence-based indemnity for dentolegal incidents arising from your clinical practice.

Occurrence-based indemnity means you can ask for advice and support with a claim and other matters relating to your clinical practice that arise during your membership, regardless of when the claim is notified or whether you are still a member.

This membership type is only available to dental students and not individual registered dental practitioners or dental care professionals, corporate entities or limited liability partnerships.

## 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](http://dentalprotection.org)). Among these benefits is the right to ask for assistance with a range of dentolegal issues. As a mutual society we are owned by our members, so our starting point is always to see how we can help.

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



# What does Dental Protection indemnity provide?



As a student, you won't be expected to treat patients or make independent decisions about patient care however, problems can arise at any time during your course, Elective or clinical placement. Having appropriate indemnity in place with a defence organisation means you can request dentolegal advice and representation should you need it.

Membership benefits that apply to you are summarised below:

## Representation for:

---

- ✓ Dental School Fitness to Practise Investigations
- ✓ Criminal investigations arising from clinical practice
- ✓ Coroners' inquests / fatal accident inquiries

## Support with:

---

- ✓ Dentolegal advice (emergency helpline available 24/7)
- ✓ Complaints handling
- ✓ Unwanted media attention
- ✓ Access to confidential mental health crisis support
- ✓ Situational Judgement Test (SJT) preparation and online exam support

## Indemnity for clinical negligence arising from:

---

- ✓ Good Samaritan acts (worldwide)
- ✓ Student Elective (worldwide) (with prior approval)
- ✓ Voluntary, humanitarian or charity work (with prior approval)



## What is not indemnified?



We carefully consider each request for assistance on a discretionary basis, but there are some circumstances in which we are unlikely to help. The following list, while not exhaustive, are some examples of matters that we would be unlikely to assist with:

- ✘ Circumstances or claims arising from any malpractice incident, negligent act, error, omission, breach or loss that occurred before the membership start date.
- ✘ Assistance with claims relating to clinical work indemnified by the University / Hospital / Outreach setting as part of the course.
- ✘ Matters related to deliberate, reckless or criminal acts.
- ✘ Matters relating to personal conduct (for example, plagiarism, failure to comply with course requirements, criminal matters arising from the clinical setting).
- ✘ Assistance with research for academic projects.
- ✘ Claims or vicarious liabilities that fall under the provisions of NHS indemnity or equivalent.
- ✘ Assistance with criminal investigations or proceedings arising from non-professional practice for example, drink-driving offences, possession of drugs or assault.
- ✘ Assistance with allegations of fraud.
- ✘ Payment of fines or financial penalties.
- ✘ Claims brought outside the UK (excluding Good Samaritan acts and Electives that are worldwide).
- ✘ Matters that fall outside of healthcare indemnity, such as claims relating to property, including its damage or destruction or claims arising from cyber-attacks and / or cybersecurity breaches.
- ✘ Claims arising from your vicarious liability.
- ✘ Matters of commercial interest such as partnership, employment or agency disputes (whether contractual or otherwise), or compensation claims.
- ✘ Claims brought under the Data Protection or Equality Acts. We may use our discretion to assist where the claim arises from a clinical consultation.
- ✘ Claims relating to making, distributing or selling any product or the use of any unsuitable or defective product (Product Liability).
- ✘ Matters to any work undertaken outside of student training.
- ✘ Other matters which may not be in the wider interests of our members, for example, damages awarded in a claim for defamation against you or personal costs arising from:
  - your attendance at court, hearings or meetings with us about a case; and
  - a failure to meet an academic standard; and
  - application for GDC registration (beyond generic advice).



## Are there any financial limitations to my membership?

---



Subject to assistance being confirmed, there are no financial limits on occurrence-based indemnity provided to individual dental students and no excesses apply. When we agree to take on a case, we can take care of all your legal costs as well as any payments for damages or costs ordered against you or agreed in the settlement of the claim.

## Where am I indemnified?

---



UK Dental Protection membership is available to dental students practising in the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands and also provides protection for Good Samaritan acts and Elective protection worldwide (Elective protection requires prior approval).

## What are my responsibilities as a student member?

---



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

- ! Take reasonable steps to prevent accident or injury.
- ! Provide true, accurate and complete information when taking out, renewing or making changes to your membership to ensure that the protection provided is appropriate for the work you undertake.
- ! Let us know as soon as reasonably possible if your contact details change.
- ! Notify us if your graduation date changes.

### **In the event of a case, complaint or claim you must:**

- ! Notify us at the earliest opportunity of any matter where assistance may be required or that may lead to a claim.
- ! Comply with our reasonable requirements for case management (for example, attending conferences or meetings to provide information).
- ! Be honest and truthful in all dealings and behave in a reasonable manner towards our staff.
- ! Accept our choice of legal representation.
- ! Accept our advice and conduct of cases in all material matters (including case strategy and settlement).
- ! Co-operate fully with us and our representatives.
- ! Provide full and accurate information relevant to the case without delay and be truthful and act in good faith at all times.



- ! Not admit legal liability for a claim or settle a claim without our agreement. This does not restrict you from complying with your professional obligations relating to duty of candour and being transparent in the event of an adverse incident, or from providing an appropriate apology.

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

## When and how do I pay?

---



Student membership is offered by Dental Protection at no charge.

## When does my membership start and end?

---



Your membership starts on the date shown on your certificate of membership. 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.

## How do I cancel my membership?

---



- ! Dental Protection membership is on an annual basis (unless stated otherwise).
- ! You may cancel your membership by phone or in writing (email or post) within 30 days of the start of your current membership period.
- ! You can choose not to renew your membership by providing notice at any time before the end of your current membership period.