

**Guide.
Support.
Defend.**

UK Member Guide

theddu.com



DDU

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Glossary

Assistance:

Support we provide, which can include legal advice and legal representation.

Indemnity:

Compensation we can provide for you to pay damages for clinical negligence.

Mutual fund:

Money we collect in the form of members' subscriptions which we hold to defend our members and provide other membership benefits.

Special provisions:

Where your access to our benefits of membership is tailored to your individual practice.

Vicarious liability:

When you are legally responsible for the acts or omissions of people who work for you.

As a DDU member you can practise with confidence

We are a not-for-profit organisation dedicated to our members' interests.

We offer you expert **guidance**, personal **support** and a robust **defence** if your clinical competence or care of patients is questioned.

Our team is led and staffed by dentists with real-life experience of the pressures and

challenges faced in practice.

We have an unmatched track-record of helping members overcome the challenges which could threaten their livelihood. Our rapid response to requests for assistance and continuity of support from start to finish means that you

can **practise with confidence** because we are on your side, and by your side.

This is your guide to DDU membership. It describes the main benefits and responsibilities of membership. For more information, please visit our website at theddu.com

Benefits of membership

The benefits we provide are on an "occurrence basis" which means you can ask for our assistance, as long as you are (or were) our member at the time the incident happened. This applies even if you are no longer a member or have retired or stopped practising. Your estate can even ask for our help after your death.

We use the mutual fund to provide assistance to members.

We are not an insurance company. If you ask us for assistance or indemnity, this may be provided, at our Board of Management's discretion, under our Memorandum and Articles of Association.

As this is your company, you can vote on resolutions at our Annual General Meeting. Depending on your choice, you will receive a paper or electronic copy of our Annual Report and Accounts to keep you up to date with our activities.

Please read this guide along with your renewal letter and any other information from us explaining your member benefits based on our understanding of the work that you do.

Guiding you

24-hour dento-legal advice and guidance

If you face a difficult ethical or dento-legal issue in your career, don't lose sleep. Speak to specially trained dentists and lawyers on our free 24-hour helpline.

(Our dento-legal team is available between 8am and 6pm Monday to Friday. Advice is available 24 hours a day, 365 days a year for dento-legal emergencies or urgent queries).

Stay up to date with our publications

Our highly regarded publications are free to members and feature real case histories and topical articles on subjects such as complaints and confidentiality. These are available online or on your mobile phone with our app.

Keep your finger on the pulse with theddu.com

You can access all areas of our website including advice, hot topics, case studies, podcasts and videos. Using secure login details, you can also review and update your personal membership details whenever you want.

Achieve your potential with learning and development

Take advantage of our dento-legal seminars, training courses and online CPD. You can also purchase text books at preferential member rates from publishers.

Worried about an associate contract?

We can check existing and prospective contracts and give advice on clauses. We can also give you a DDU model contract.

If you need to enter into legal proceedings relating to your contract, we can provide an introduction to specialist dental lawyers at a preferential member rate.

Supporting you

At your call

Our membership team is just a free phone call away. They have been accredited under the prestigious Customer Service Excellence programme and provide excellent levels of service. If you have a question about your subscription or the work you can be indemnified for, we can help you from 8am to 6pm, Monday to Friday (except bank holidays).

Worried about a complaint?

While claims make the headlines, it's often complaints which cause the most concern to members. If you receive a complaint, our team of dento-legal experts are here to help.

Facing an investigation?

If you are under investigation by your Trust, NCAS or another body, it can be highly stressful. NHS bodies are unlikely to help you with personal support. But we can help you prepare your evidence and help defend your actions if necessary.

Do journalists want a story?

Press attention is rarely good news for members. Our media team can help you respond to enquiries and avoid common pitfalls.

You can rely on our support for

- preparing a response to patient complaints;
- complaints to the General Dental Council (GDC), relating to clinical practice and personal misconduct;
- local disciplinary investigations and hearings arising from your clinical practice (if local procedures allow for our attendance);
- investigations by the Practitioner Performance Advice (PPA) arising out of clinical concerns;
- preparing a case and representation in a Coroner's Court;
- criminal investigations arising from clinical practice;
- preparing a case and representation at an Inquest (or equivalent formal inquiry);
- local, regional or national inquiries into the clinical management of patients;
- advice on managing risks; and
- representing you when dealing with press or media enquiries.

Defending you

Representing you at a GDC fitness to practise hearing

One of the toughest experiences for a member is to face a registration body fitness to practise hearing. Your career and reputation are on the line. At this point you want to know you have the best dental experts and lawyers defending you. To save you distress, we aim to give you a team that will stay with you from the start to the end of your case.

The costs of defending a GDC case can be around £60,000, although some are considerably more. However, you can rest assured that we can represent you at a hearing, giving you the best chance of a good outcome.

If your GDC case leads to a referral to the High Court by the Professional Standards Authority (PSA), we can be by your side, providing you with robust legal representation.

Representing you at a disciplinary hearing

If you face a disciplinary hearing in connection with your clinical practice, we can provide you with expert advice and representation and attend with you (if we are allowed to under the procedures).

Professional indemnity for claims

We can defend you against claims that arise from the normal practice of dentistry in the UK.

We recognise your professional reputation is at stake. This is why we will not settle a claim without your agreement.

Where it is appropriate that patients are compensated, we aim to do so quickly and efficiently to minimise stress for everyone involved.

If you face a claim, we can help you with:

- paying compensation, claimants' legal costs and defence expenses arising from claims for professional negligence arising from your clinical practice (including assistance for your personal representatives and beneficiaries if a claim arises after your death);
- defence costs (but not damages) for claims which arise from allegations of defamation against you, arising from your clinical practice;
- defence costs (but not damages) for claims which arise from allegations, which are not proven or admitted, of sexual harassment, sexual misconduct, unlawful discrimination or any other alleged unlawful conduct by you which arises from your clinical practice; and
- indemnity for claims arising from Good Samaritan acts carried out anywhere in the world.

Reporting a claim

Usually the first time you hear about a claim for compensation against you is when you receive court papers or a letter from a patient or their solicitor (a 'letter of claim'). This can be a shock.

Our claims team is here to support you every step of the way. The team includes dentists, professional indemnity claims experts and solicitors, who will keep you informed about the progress of the claim.

Once you have told us about the claim, an adviser will send you a checklist of documents we need from you. You can see the checklist online at theddu.com/claims

We will ask you to send your documents without delay to:

Claims Manager, MDU Services Limited, One Canada Square, London E14 5GS.

It's important that you do this straight away, as we usually only have 16 weeks from you receiving a detailed 'letter of claim' (or less time if you have received court papers) to provide a detailed response.

Reporting a claim to us is easy. Simply call our advisory helpline on **0800 374 626** (or 1 800 535935 from Ireland). The sooner we know, the sooner we can help you.

Practice owners and vicarious liability

In some cases, a practice owner may be liable for the acts and omissions of someone they employ or engage to provide services.

As a result, claims are sometimes brought against a practice owner rather than, or as well as, the dentist or dental care professional who treated the patient.

In light of this, we now provide an additional indemnity benefit to our practice principal members alleged to be vicariously liable for the clinical negligence of a treating clinician.

Indemnity for clinical negligence claims pleaded vicariously against a practice principal is included as a standard benefit of DDU membership for dental practice principals.

This applies to claims that you first became aware of (and which were first notified to us) after 1 June 2021.

This benefit is provided on an occurrence basis meaning that you can ask for our assistance as long as you are (or were) a DDU practice principal member at the time the incident happened.

This benefit does not replace the need for all dentists working at your practice to have their own individual indemnity in place. It is a legal requirement that all dental professionals MUST have adequate and appropriate indemnity in place for their work.

As a dental principal you should obtain and retain a valid certificate of individual indemnity from associates and other dental professionals working at your practice.

We are able to provide this benefit at no additional cost as we expect the indemnity held by the treating clinician to respond to any claims brought vicariously against a practice principal. Where their indemnity does not respond to a claim then we would usually look to join the treating clinician in to the claim and/or seek to recover any costs and damages paid on your behalf.

You can rely on our support for

- The payment of defence costs incurred in defending clinical negligence claims where allegations are brought against a practice principal member on a vicarious basis.
- Paying compensation and claimant's legal costs, in clinical negligence claims, where recovery from the treating dentist or their indemnity provider was not successful.
- Defence costs (but not damages or the claimant's legal costs) for claims about sexual harassment, sexual misconduct, discrimination, health and safety breaches, systematic neglect or unlawful conduct by dentists/dental care professionals (DCPs) that are engaged by the dental practice principal, arising from clinical practice and which the practice principal member is alleged to be vicariously liable.

When we are unlikely to provide support

- If you have not taken reasonable steps to make sure the treating dentist/DCP held appropriate and adequate indemnity whilst working at your practice.
- If the treating dentist/DCP did not have appropriate or adequate indemnity in place relating to the treatment in question. This includes a lack of (or inadequate) run-off cover where indemnity was provided on a claims made basis.
- Claims brought either in part or in whole against another practice principal/partner/owner/company director except to the extent of your proportionate share of any such joint and several liability.
- Any existing claim or matter which was already known about by you, before 1 June 2021.
- Where indemnity is available from another provider.

Practise with confidence

As a members' organisation, we believe it's important to provide up front information about the scope of the help and support we provide to members. This means you have a good understanding of what to expect when asking for our help.

The following are examples of things we may take into account when considering your request for assistance.

- You should have been a member of the DDU when the incident took place.
- You should have declared to us the nature of your practice, in terms of type and quantity of work and paid the appropriate subscription.
- You should have told us about any change in your circumstances, and about any change to your professional or personal situation which is relevant and has, or may have, a material bearing on your professional practice, or on your DDU membership.
- You should have been registered with the GDC or another appropriate registration body to carry out the clinical duties you did and have had the training and experience needed for these duties.
- You should co-operate fully with us and our representatives.
- You should provide full and accurate information relevant to the case without delay, be truthful and act in good faith at all times.
- You should not have admitted legal liability for a claim, or settled a claim without our agreement.
- The matter should have arisen from your clinical practice in the UK. The patient should be in the UK on the date of the incident and the date of the examination (if different), unless you have specific agreement from our membership team to work overseas (see page 14).

If you need our help, simply call **0800 374 626**, our 24-hour freephone advisory helpline. Please tell us as soon as possible about any claim against you, or about any circumstances that might give rise to a claim.

When we are unlikely to provide support

We carefully consider each request for help. The following are examples of when we are unlikely to provide support.

Matters which can be covered by other insurances and organisations providing indemnity

- Matters where you, or another person you are vicariously liable for, are entitled to indemnity under an insurance policy or an NHS scheme, or (unless on the first or second year of a Foundation programme or a newly qualified dental professional in the first year after graduation) are entitled to ask for help from another defence organisation.
- Claims arising from your vicarious liability for any act or omission (failure to act) of a registered medical or dental practitioner, or any person providing laboratory or other service to the medical, dental or allied professions*.
- Claims arising from the clinical practice of your partner in a firm, including a general dental practice.
- Claims relating to property, including its damage or destruction.
- Claims relating to making, distributing or selling any product.
- Pollution or environmental claims, other than relating to treating an individual patient who is injured or ill as a result of pollution.
- Claims arising from material published or broadcast by you, or on your behalf, or to which you have contributed.
- Defending of criminal charges arising from activities not related to the normal treatment of a patient, for example assault of a colleague or motoring offences.
- Any matters arising from a criminal act which you have admitted or which has been proven, including damages or fines resulting from such an act.
- Claims arising from unlawfully selling, supplying or using any substance.
- Any matters arising from you (or anyone you have vicarious liability for) deliberately intending to cause harm or practising in a manner that does not align with the ethics and expectations of the profession including, but not limited to, your or their knowing (or obvious) dishonest, fraudulent, malicious or reckless acts or omissions (including retrospectively altering dental or other records).

Matters of deliberate, reckless or criminal acts

*Please see page 8 on vicarious liability for practice owners

- Damages awarded for a claim which arises from allegations of sexual harassment, sexual misconduct, unlawful discrimination or any other alleged unlawful conduct by you, which arises from your clinical practice or a Good Samaritan act, and legal costs for any matter which is proven or admitted.
- Damages awarded for a claim which arises from the failure to properly sterilise equipment or materials.
- Defending allegations of personal misconduct (as distinct from clinical issues) in local disciplinary investigations or hearings.
- Issues arising from commercial contracts or arrangements, or related to any trading or personal debt you may have, including claims arising from your insolvency or bankruptcy.
- Investigations by competition authorities.
- Any indirect or consequential loss, or loss of profits or earnings by you.

Matters of commercial interest

- Partnership, employment or agency disputes, or compensation claims.
- Fee scales and recovery of charges for work you have carried out.
- Withholding of your pay in conjunction with a disciplinary hearing.

Other matters which may not be in the wider interests of DDU members

- Your personal costs arising from your attendance at court, hearings or meetings with us about your case, or the costs of any locum cover you may arrange.
- Claims made by someone who is not the recipient about reports you have provided, if the subject of that report is a general clinical matter and not about a patient.
- Any matters arising from your private practice where we or the Clinical Negligence Scheme for Trusts (CNST) are not your indemnifier for clinical negligence claims arising from the work.
- Any issues arising from your failure to achieve educational or training standards necessary, for example failing exams.
- Damages awarded in a claim for defamation against you arising from your clinical practice or a Good Samaritan act.
- Legal expenses or costs if you follow up on a grievance or claim of defamation or discrimination against someone else.

If you are not sure whether indemnity can be made available for a particular area of your work, please call our membership team on **0800 085 0614**.

Working overseas

If you are planning to work overseas, please let our membership team know before you go.

- If you are a paying member in a deanery-approved training post in the UK, you may ask us to add a 'special provision' to your membership, which could extend your membership to include working for up to one year in a recognised supervised training post overseas, except in the USA, Australia, Canada, Bermuda, Israel, Hong Kong, Nigeria or Zimbabwe. (This would not extend to clinical work in a private or unsupervised capacity overseas).
- Other members planning to work overseas (other than training grades mentioned above) may ask for assistance or indemnity during a visit of up to three months, if the work is mainly of a teaching nature and you have our agreement before you go.
- All members can receive professional indemnity for Good Samaritan acts worldwide. This means providing clinical services related to a clinical emergency, accident or disaster when you are present as a bystander.

Except for Good Samaritan acts, we do not offer assistance or indemnity with matters arising from practising in the USA, Australia, Canada, Bermuda, Israel, Hong Kong, Nigeria or Zimbabwe or for matters over which courts of those countries are responsible.

If you are going to work overseas for longer than one month, and we have advised you that we cannot offer assistance or indemnity for your overseas work, you may be able to place your membership on hold for the period that you are away.

Going to work in Ireland, Scotland or the Channel Islands?

If you are going to work in Ireland, Scotland or the Channel Islands, please call our membership team beforehand. You may need to pay a different subscription depending on how long you are going for and the type of work you will be doing.

- If you are a paying UK member and you move to work in Ireland, you need to be registered with the Dental Council of Ireland to practise in Ireland. You also need to tell us that you will be working in Ireland.
- UK-based members who carry out some work in Ireland may also be entitled to ask for assistance for work in Ireland. Please tell us before you go.
- You can do this with a call or email to our membership team - see how to contact us on the back page.

Your membership

Your subscription

We are a not-for-profit mutual company, owned by our members.

Each member pays an individual annual subscription for membership and in doing so gains the right to request DDU assistance if problems arise from care provided during the membership year.

Subscriptions are based on average weekly sessions across the whole membership year. See how to calculate average number sessions in the FAQs section of our website.

Over the years we have developed sophisticated actuarial, underwriting and clinical risk management capabilities enabling us to have an increasingly comprehensive and detailed understanding of the risk resulting from the clinical practice of each individual member.

As a reflection of the dynamic nature of dental practice and the claims environment, our calculation of risk is constantly evolving. This can result in subscription changes up or down to reflect our assessment of the risk within each member's practice from year to year.

If you are a dentist in general practice, your individual subscription is based on the amount and type of work you do as well as additional factors reflecting your career experience and work environment.

It is important that you keep your membership details up to date.

This is easy to do online at theddu.com

You can download the DDU app to access your membership card and proof of membership as well as keep up to date quickly and easily with our dento-legal advice and guidance.

These additional factors can include:

- past claims or potential claims
- complaints and other professional difficulties (whether involving the DDU or not)
- the length of your DDU membership
- factors relating to your place of work and your professional responsibilities

It is important that the information you give us about your past and current practice is complete, accurate and up to date. **Failing to keep us informed of the type and amount of work you do, or changes to your practice, could affect your access to the benefits of DDU membership.**

If there is **any** change in your circumstances or a change in your professional or personal situation which could possibly have a material bearing on your professional practice, or on your DDU membership, you must tell us immediately.

Refunds

Your subscription pays for one year's membership. If you want to cancel your membership early, we do not offer refunds unless there are special circumstances such as sickness, retirement or family leave, and we don't refund amounts of £10 or less.

Where a refund is due, we will usually make it to the person or organisation which paid the subscription with the same payment mechanism they used.

Customer service excellence

Our membership team is just a free phone call away. You can reach us between 8am and 6pm, Monday to Friday (except bank holidays). We can help you with any membership questions you may have.

We are proud that our team has been accredited under the prestigious Customer Service Excellence programme and provide high levels of service.

Complaints

As part of our commitment to customer service excellence, we take complaints seriously and do our best to deal with them quickly and fairly. If you have a complaint, please contact:

Head of Operations, MDU Services Limited,
One Canada Square, London E14 5GS

or visit theddu.com/complaints

Data protection

How we manage your data

We understand the importance of storing your data securely and telling you how we will use your data in a transparent and clear way. Whether providing a subscription quote, sending you cautionary tales or our dento-legal journal or defending a claim on your behalf our aim is to make sure that the personal details you provide to us are secure and processed as explained in our privacy policy. Read our full policy at theddu.com/privacy

Protecting patient information

Many members, including practice principals, will continue to be considered data controllers under Data Protection Legislation and are therefore bound to inform patients about how they will use the data they hold about them. You should therefore inform your patients – in practice leaflets, privacy notices and complaints procedures etc. – that, should a patient make a complaint or claim, you may need to provide information about the patient, and treatment they have received, to insurers, indemnifiers or legal advisers.

Sending information to our advisory team

When seeking dento-legal advice from the DDU, **please do not send us any information about patients that is not directly relevant to your enquiry** and necessary for us to advise or assist you.

If you do need to send information about patients **you should remove any details that could identify the patient(s)** concerned (other than their initials and date of birth which we need to check for conflicts or duplicates), unless we have specifically requested original unedited documents.

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.

Sending information to our claims or legal teams

Generally, documents sent to our claims handling or legal teams should be sent securely in their original form with no information removed.

Please ensure that information sent via storage media devices (CDs, USB sticks etc) are encrypted before being sent to the professional services teams.

Added security for your peace of mind

In certain circumstances, when dealing with highly sensitive or confidential information, we may want to send you content using Egress email encryption software. In these circumstances we will contact you with further details on Egress encryption.

Continuing your membership

About three weeks before the end of your membership year, you will receive an invitation to renew your DDU membership. We ask for you to respond to us before your renewal date. However, we allow 28 days grace beyond the renewal date to allow you to pay. As long as you can confirm that no new incident has happened since the renewal date, which may give rise to a claim, we will honour the renewal terms.

If you pay by Direct Debit, all you need to do is check the renewal information and tell us immediately if there are any changes.

If you do not pay by Direct Debit and you do not respond to the invitation to renew, we will cancel your membership from the renewal date. We will send you written confirmation of this. If you then want to reinstate your membership, you can do this within 28 days of your renewal date at our discretion.

This booklet is a broad guide to the products and services provided by MDU Services Limited (MDUSL) and the Medical Defence Union Limited (the MDU). The Dental Defence Union (the DDU) is the specialist dental division of the MDU. We always aim to offer attractive benefits as part of membership. As a result, we may add, withdraw or change benefits. Visit theddu.com for the latest information of the benefits included in membership.

It is the policy of the MDU that all members and those applying for membership should be afforded equal treatment irrespective of race, gender, age, sexual orientation, disability, religion or belief.

How to contact us

Membership

t 0800 085 0614

e membership@theddu.com

Advisory

t 0800 374 626

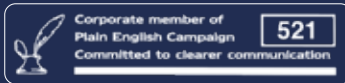
e advisory@theddu.com

Your feedback

Give us your feedback about the DDU
theddu.com/feedback

Website

theddu.com



† The Dental Defence Union (DDU) is the specialist dental division of The Medical Defence Union Limited (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 Conduct Authority for insurance mediation and consumer credit activities only. MDUSL is an agent for The Medical Defence Union Limited (MDU). MDU is not an insurance company. The benefits of MDU membership are all discretionary and are subject to the Memorandum and Articles of Association.

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