



DDU



Corporate indemnity solution

Dental member guide

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GLOSSARY

<i>Assistance:</i>	Support we provide, which can include legal advice and legal representation.
<i>Corporate clinical practice:</i>	The particular professional services undertaken by you and declared to us including the extent of the examination and treatment of individual patients and written or oral advice provided.
<i>Indemnity:</i>	Compensation we can provide for you to pay damages for clinical negligence.
<i>Identified staff:</i>	Your employees and contractors for whom you are vicariously liable, who are not registered doctors or dentists or other clinical staff who we have indicated should have their own individual clinical indemnity, and who are identified on your statement of corporate membership provided by us as evidence of your corporate membership.
<i>Mutual fund:</i>	Money we collect in the form of members' subscriptions which we hold to defend our members and provide other membership benefits.
<i>Claims made:</i>	You can ask for our assistance with an incident, as long as you were an active member when it happened, and report it to us while your corporate membership is in force.
<i>You:</i>	The organisation which is a corporate member.
<i>Special provisions:</i>	Where your access to our benefits of membership is tailored to your corporate clinical practice.
<i>Vicarious liability:</i>	When you are legally responsible for the acts and omissions of people who work in your corporate clinical practice.

As a corporate 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 robust **defence** if your 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 individual and corporate members overcome the challenges which could threaten their livelihood.

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

This is your guide to corporate membership. It describes the main benefits and responsibilities of membership.

For more information, please visit our website at theddu.com/corporate

Benefits of corporate membership

We use our 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.

Corporate membership benefits are provided on a "claims made" basis which means requests for assistance, arising from incidents when you were a corporate member, can only be made during a membership year and not after you have left corporate membership.

As a corporate member, 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 your organisation does.

Professional indemnity for claims

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

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 reduce, as far as possible, the 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 corporate clinical practice (including your vicarious liability for your identified staff*)
- indemnity for claims arising from Good Samaritan acts carried out anywhere in the world in respect of your vicarious liability for your identified staff.

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 require immediate specialist advice.

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 of the progress of the claim.

Reporting a claim to us is easy. Call our advice line on **0800 374 626**. The sooner we know, the sooner we can help you.

You will need to supply us with certain information including:

- a summary of the incident including details of the practitioners or other persons involved in the events surrounding the claim
- the letter from the patient or solicitor requesting compensation
- all court papers
- your consent for us to act on your behalf in this matter
- any other information you feel is relevant to the claim.

We will ask you to send your documents as soon as possible 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.

* Please see page 5 for information about vicarious liability for dental corporate members.

Support with meeting the costs of investigations

You may request assistance from us with the legal costs and related expenses of responding to an investigation by any governmental, quasi-governmental or regulatory body (but not a registration body) or by a Clinical Commissioning Group or NHS Commissioning Board. This assistance can apply where the investigation relates to your corporate clinical practice.

Support can also be provided for the legal expenses involved in you being represented at a coroner's inquest or FAI, where this relates to your corporate clinical practice.

Defence against corporate manslaughter charges

Should allegations be made against you of corporate manslaughter, including arising from your vicarious liability for identified staff, in connection with your corporate clinical practice, we can provide assistance with organising and meeting the costs of defence (but not of any damages payable).

Defence against defamation and discrimination allegations

Allegations may be made against you of defamation, sexual harassment and unlawful discrimination, by you or identified staff for whom you are vicariously liable, in connection with your corporate clinical practice. We are able to assist in defending such allegations, although we will not pay any damages which may ensue.

Adverse incident reporting

You must notify us in writing as soon as possible when you become aware of any circumstance that may give rise to a claim for professional negligence against you. Prompt reporting of adverse incidents is important if you wish us to consider supporting you with claims arising when you are a member and which you have reported during the period of your membership.

When reporting an adverse incident or potential claim we require:

- a short report giving details of the incident
- details of those involved.

Vicarious liability indemnity for dental corporate members

In some cases, a dental corporate member 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 dental corporate member rather than the dentist or dental care professional (DCP) who treated the patient.

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

Indemnity for clinical negligence claims pleaded vicariously against a dental corporate body is included as a standard benefit of DDU corporate membership.

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 a claims made basis meaning that you can ask for our assistance as long as you were an active member at the time the incident happened and report it to us while your dental corporate membership is in force.

This benefit does not replace the need for all dentists working at your corporate clinical 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 corporate member you should obtain and retain a valid certificate of individual indemnity from dentists and other dental professionals engaged or employed by you.

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 the dental corporate member. 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.

Vicarious liability indemnity continued

You can rely on our support for

- The payment of defence costs incurred in defending clinical negligence claims where allegations are brought against a DDU corporate 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/DCPs that are engaged by the DDU corporate member, arising from clinical practice and which the DDU corporate 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 corporate clinical 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 our member's proportionate share of any such joint and several liability.
- Any existing claim or matter which was already known about by the DDU corporate member 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 when we are likely and unlikely to help corporate members. This means you have a good understanding of what to expect when asking for our help.

As a corporate member you can ask us for help, which we may provide at our Board of Management's discretion. The following criteria may be taken into account when deciding whether help will be provided or continued.

- You should have been a corporate member when the incident took place.
- You should have declared to us the nature of your practice, in terms of type, quantity and location of work, and have paid the appropriate subscription.
- You should have been registered with the CQC, or another appropriate registration body, to carry out the clinical duties you did and your staff and contractors should have had the training and experience needed for these activities.
- Your clinical practitioners and all short term locums engaged by the organisation were registered and licensed with the appropriate registration body to perform the clinical duties they undertook and have had the training and experience needed for these duties.
- All your dentists, including short term locums, and other dental professionals, which the DDU has indicated should carry their own indemnity arrangements through a professional indemnity policy or through membership of a UK dental defence organisation, should have in place adequate individual indemnity.
- You should co-operate fully with us and our representatives.
- You should provide full and accurate information relevant to the case and 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 corporate 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 for some or all of your corporate clinical practice to be undertaken overseas (see page 11).

If you need our help, call our advice line on **0800 374 626**. 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. But 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 your identified staff, are entitled to indemnity under an insurance policy or under an NHS scheme, or are entitled to ask for help from another defence organisation.
- Claims arising from the clinical practice of one of your shareholders or one of your employees, contractors or agents, except where they are identified staff*.
- Claims arising from identified staff's performance as a director, trustee, administrator or manager of any pension scheme or welfare arrangement.
- 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 of an individual patient who is injured or ill as a result of pollution.
- Claims arising from material published or broadcast by you or by someone for whom you are vicariously liable, or on your behalf, or to which you or

your management or employees have contributed.

- Claims arising from incidents prior to the start of your corporate membership, or which were known to you, your management or employees at the inception of your corporate membership.
- Support for your employees or contractors who are registered doctors or dentists or other clinical staff who we have indicated should have their own individual clinical indemnity.
- Matters arising in any way from the practice of midwifery.
- Directors' and officers' liabilities. If you went into liquidation and one of your directors is accused of wrongful trading, this is unlikely to be supported.

Matters of deliberate, reckless or criminal acts

- Defending 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.

* Please see page 5 for information about vicarious liability for dental corporate members.

- Any matters arising from a deliberate intent to cause harm, or from a fraudulent, dishonest, malicious or reckless act or omission (including retrospectively altering dental or other records), including acts or omissions of a person for whom you are vicariously liable, where you and/or your management or employees knew about this act or omission.
- Damages awarded for a claim which arises from allegations of sexual harassment, sexual misconduct, unlawful discrimination or any other alleged unlawful conduct, which arises from your clinical practice or a Good Samaritan act, and legal costs for any matter which is proven or admitted.
- Defending allegations of personal misconduct (as distinct from clinical issues) in local disciplinary investigations or hearings.
- and your management or employees, including claims arising from insolvency, bankruptcy or fines or penalties arising from your failure to meet service standards.
- Fines, damages or other penalties arising from governmental or quasi-governmental investigations, or by a Clinical Commissioning Group or NHS Commissioning Board.
- Support with the investigation of, or payment of damages, fines or other penalties arising from, alleged or actual breaches of data protection law.
- Investigations by competition authorities.
- Matters arising from any actual or alleged breach of a shareholders' agreement or any other agreement between those who have an interest in ownership of the organisation.

Matters of commercial interest

- Partnership, employment or agency disputes or contracts, or compensation claims.
- Fee scales and recovery of charges for work you have carried out.
- Withholding of remuneration in conjunction with a disciplinary hearing.
- Issues arising from commercial contracts or arrangements, or related to any trading or debts incurred by you
- Any indirect or consequential loss, or loss of profits or earnings by you.
- Issues arising from your failure to achieve and maintain necessary educational or training standards.
- Any matters arising from any element of your business where the indemnity for clinical negligence claims is not supplied by us.

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

- Costs incurred by you and your management or employees 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 else who is not the recipient of the reports you have provided, if the subject of that report is a general clinical matter and not about a patient.
- Damages awarded in a claim for defamation against you or your

management or employees arising from your corporate clinical practice.

- Legal expenses or costs if you pursue on a grievance or claim of defamation or discrimination against someone else.
- Exemplary or aggravated damages awarded against you.

If you are not sure whether indemnity can be made available for a particular area of your organisation's work, please call our membership team on **0800 085 0614**. They may be able to add 'special provisions' to your membership, entitling you to seek assistance for a matter which, ordinarily, we would be unlikely to help with.

Working overseas

Your corporate membership only provides support for your corporate clinical practice in the UK.

If your organisation is planning to work overseas, please call our membership team before you start.

Your membership

It is important that you keep your corporate membership details up to date by contacting our membership team.

Subscriptions

Your subscription is based on a number of factors including the amount and type of work you do. So it's important that the information you give us about you, your

identified staff and your clinical practitioners is complete, accurate and up to date.

If there is any change which may have a material bearing on your corporate clinical practice, please tell us immediately.

A change to your corporate clinical practice may reduce or increase your exposure to risk and may result in us reducing or increasing your subscription.

Failing to keep us informed of the type and amount of work you do, or changes to your

corporate clinical practice, may result in you not being eligible to ask for the benefits of corporate membership.

Please don't forget to tell us when you move business premises. If we don't have your latest address you may not receive your renewal documents and you could find yourself without membership.

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 medico-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

Companies providing clinical services will continue to be considered data controllers under Data Protection Legislation and are therefore required 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** 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 our advisory team with documents that contain unnecessary personal data about patient(s) may delay our ability to respond quickly as we may need to remove identifying details from incoming correspondence before passing it on to an adviser.

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.

Continuing your membership

About three weeks before the end of your membership year, you will receive an invitation to renew your corporate membership.

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

Prior to reinstatement of your membership there may be a requirement to:

- complete a new application form
- be referred to our underwriting team
- pay an additional amount of subscription to cover the period not in membership.

Most members find that the risk of forgetting to pay their annual subscription is removed by arranging to pay either with an annual Direct Debit or by monthly instalments. To enquire about how to pay by Direct Debit, contact our membership team.

Refunds

Corporate membership is offered on an annual basis and normally only finishes at the end of the membership year.

If you want to cancel your membership early, we do not offer refunds unless there are special circumstances.

Customer service excellence

Our membership team is just a 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 provides 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 Ltd
One Canada Square
London E14 5GS

Or visit [theddu.com/complaints](https://www.theddu.com/complaints)

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](https://www.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 corporate@theddu.com

Advisory

t 0800 374 626

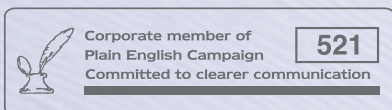
e corporate@theddu.com

Your feedback

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

Website

theddu.com/corporate



†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.

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