



## Dentists, Dental Hygienists and Dental Therapists



# Application Guide

## 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.

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.**

We look forward to welcoming you into membership soon.

\* subject to the terms and conditions of the policy

## DDU membership provides you with a wealth of benefits

As a registered dental professional you are 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 dental practice within the NHS
- indemnity for claims arising from private practice
- insurance cover for Good Samaritan acts worldwide
- indemnity for claims arising out of fee paying services in an NHS hospital, such as preparing dento-legal reports, which is not covered by NHS indemnity
- cover for claims under the policy for up to 10 years after you retire, die or if you become too disabled to continue working
- cover for claims under the policy for up to 1 year after you take family leave

Please note that any work you do as part of your contractual duties as an employee of an NHS body or trust is eligible for NHS indemnity, and therefore is excluded from cover from the SCOR and Inter-Hannover insurance 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:

- 24-hour telephone advice on the ethical and legal aspects of clinical practice, provided by a dedicated team of dentist and lawyers, all experts in their field
- support in preparing a case and representation at PCT and NHS Trust disciplinary hearings relating to clinical practice\*
- support in responding to a complaint and representation at GDC hearings relating to clinical practice and personal misconduct
- support with CHRE referrals to the High Court as a result of GDC decisions
- support in preparing a response to patient's 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.

\* Where the presence of DDU representation is permitted under local procedures.

## 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:

- the DDU Guide which covers eight essential dento-legal areas such as confidentiality and consent
- articles and case histories contained on our website [the-ddu.com](http://the-ddu.com)

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



# 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](http://fsa.gov.uk) 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 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 (FD1) or second year (FD2) 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. For full details of the policy terms, conditions, definitions and exclusions please refer to the Professional Indemnity Policy UKDEN version 11.0/11.1, available on the DDU website at [the-ddu.com/policy](http://the-ddu.com/policy)**

### 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.

## DDU privacy policy

### What does this privacy policy do?

This privacy policy sets out what personal information about you we will or may hold, and what we will be allowed to do with it. This privacy policy applies to you, because if you deal with us (for example by applying for or renewing membership) you consent to us holding and using such information in accordance with the contents of this document.

Please read this document carefully and keep a copy for your future reference.

### Who are 'we'?

The Data Controller for your Data is The Medical Defence Union Limited (which includes the Dental Defence Union) (**MDU/DDU**). However, MDU Services Limited (**MDUSL**) is the nominated representative of the MDU/DDU under the Data Protection Act 1998 and MDUSL will be carrying out the activities of MDU/DDU for the purposes of this privacy policy. In some circumstances other MDU/DDU affiliated companies may carry out activities on its behalf.

A number of other **Permitted Users** will be using your information if:

- a. your membership benefits include our professional indemnity insurance policy; and/or
- b. we arrange credit facilities for payment of your subscription by instalments.

These Permitted Users include SCOR UK Company Limited (SCOR), International Insurance Company of Hannover Limited (Inter-Hannover) any insurers and reinsurers of such persons and Premium Credit Ltd.

References to 'we' or 'us' include such affiliates and Permitted Users.

### What Data will we have?

This privacy policy covers all types of Personal Data (as defined in the Data Protection Act 1998) (Data) which essentially covers most personal information that we hold about you as an individual.

We will hold different types of information, depending upon what is provided to us, and what activities we carry out relating to you. This may include what the Data Protection Act 1998 defines as Sensitive Personal Data, covering, for example, your health or any criminal record.

Telephone calls may be recorded and will be used for training, monitoring and other purposes as MDUSL may require from time to time.

### What will we use your Data for?

Your Data will be used, held and processed for the administration of or any other purpose associated with or which flows from:

- assessment and risk management of your application for, or renewal or continuation of, your membership of the MDU/DDU;
- administration of your membership (or application for or renewal of membership) of the MDU/DDU;
- any insurance policy issued to you by any Permitted Users;
- provision of credit facilities in connection with payment of your subscription by instalments which may include credit referencing;
- provision of advisory, claims handling and clinical risk management services;
- provision of other membership benefits and information relating thereto;
- your use of our website;
- research and statistical analysis;
- compliance and audit;
- training;
- systems development and repair;
- provision of marketing information

and all related purposes (**Permitted Purposes**).

### What will we do with your Data?

Your Data may be held by us for the duration of your membership (if applicable) and such additional period as the MDU/DDU and/or MDUSL may require for the Permitted Purposes.

We will use and process the Data, share it between Permitted Users, and/or provide it to third parties as set out below as required for the Permitted Purposes.

Data may be transferred to, and stored at, a destination outside the European Economic Area (EEA). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. We will take all reasonable steps necessary to ensure that your Data is treated securely and in accordance with this privacy policy.

### Where will we get your Data from?

We will receive Data from you when you contact us (including where you provide Data through our websites). In some circumstances, we will receive Data from third parties who provide services to us or to our members. We may also receive Data from regulatory or professional bodies, other medical or dental defence organisations or insurers, your employer or other healthcare professionals, claimants or potential claimants or their representatives.

Some parts of our website use cookies to facilitate the functioning of the website and to gather website usage statistics. Unless your browser settings indicate otherwise, you consent to our storing and accessing cookies on your computer in this way.

## Who will we give your Data to?

We may share your Data among Permitted Users. We may also provide your Data to third parties who are contracted to provide services to us or to you relating to the Permitted Purposes or to our legal advisers, regulatory or professional bodies, the Compensation Recovery Unit and to other medical or dental defence organisations or insurers.

We will also disclose your Data where necessary in order to comply with any legal or regulatory obligations or codes of practice to which we are subject or in order to enforce or apply The Medical Defence Union Limited's Memorandum and Articles of Association, the terms of any insurance policy or other obligations which you owe to us or a Permitted User or to protect the rights, property, or safety of any Permitted User, its customers or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

## We will not pass your Data to third parties for marketing or promotional purposes.

## What rights do you have?

You can at any time in the future ask not to receive direct marketing or such other materials, including MDU/DDU journals and MDU/DDU publications, information about new products and services from MDUSL by writing to the MDU/DDU membership department at 230 Blackfriars Road, London, SE1 8PJ or by sending an email to **membership@the-ddu.com** or **membership@the-mdu.com**. You may also update your preferences on our website at the-ddu.com or the-mdu.com.

The Data Protection Act 1998 gives you certain rights regarding your personal information. If you wish to exercise any of them, please write to the Company Secretary at 230 Blackfriars Road, London SE1 8PJ.

## Changes to this privacy policy

This privacy policy will be revised from time to time to reflect changes in practice, parties, technology and law. The most current version of the privacy policy, which can be reviewed at the-mdu.com/privacy, the-ddu.com/privacy or obtained by contacting the Company Secretary at 230 Blackfriars Road, London SE1 8PJ, will be applicable to you and your Data at any time.

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

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

### The Dental Defence Union

230 Blackfriars Road

London

SE1 8PJ

Tel: +44 (0) 20 7022 2209

### Website

[the-ddu.com](http://the-ddu.com)

### Membership

Freephone: 0800 085 0614

Fax: 0844 209 0308

Email: [membership@the-ddu.com](mailto:membership@the-ddu.com)

From a mobile or overseas: +44 20 7022 2209

### Feedback

Please give us your feedback about the DDU.

[the-ddu.com/feedback](http://the-ddu.com/feedback)

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.