



Professional

Indemnity Policy

Underwritten by SCOR Insurance (UK) Limited and by International Insurance Company of Hannover Limited.

SCOR Insurance (UK) Limited is authorised and regulated by the Financial Services Authority (FSA) (reference number 222109) and is a member of the Association of British Insurers (ABI).

Registered Office: 71 Fenchurch Street, London EC3M 4BS.
Registered in England No. 4580111.

International Insurance Company of Hannover Limited is authorised and regulated by the FSA (reference number 202640) and is a member of the ABI.

Registered Office: L' Avenir, Opladen Way, Bracknell, Berkshire RG12 0PE.
Registered In England No. 1453123.

This insurance policy, which includes the Schedule and any endorsements, is a legally binding contract. It is agreed that the information you have provided or which we hold about you and your practice, on which we have relied and which we have used to assess the premium payable by you, will form the basis of this Policy. The accuracy and completeness of such information is a condition precedent to the validity of this Policy. If any such information is inaccurate or incomplete, we will be entitled to treat this Policy as invalid and of no legal effect.

You must tell us if your circumstances change. You must also tell us about any change to your professional or personal situation which has or may have a material bearing on your professional practice, or on your membership of the MDU, or on the cover provided by this Policy. Such changes can include your type or amount of work, address and anything else which may increase or decrease your risk or exposure to risk. You must also tell us if you become aware that any information we hold about you is incorrect. If you fail to do any of these things without delay, you may lose your right to claim under this Policy.

Please read this policy, the Schedule and any endorsements carefully and keep them in a safe place.

MDU Services Limited is an agent of SCOR Insurance (UK) Limited and International Insurance Company of Hannover Limited, which are both members of the Association of British Insurers (ABI).

CONTACTING US

If you are required or need to contact us under any of the terms of this Policy, or for any other reason, you should do so at the following address:

The MDU
230 Blackfriars Road
London SE1 8PJ

Telephone: 0800 085 0614, fax: 020 7202 1696
e-mail: membership@the-mdu.com

COMPLAINTS PROCEDURE

We have tried to write this Policy in plain English but if there is anything you do not understand please contact us. If you have a query or cause for complaint regarding your Policy, firstly you should:

Contact the Head of Membership at the above address.

If you can provide details of your Policy and in particular your Policy number this will assist in dealing with your enquiry.

If we cannot settle your complaint, you may refer it to the Financial Ombudsman Service:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
LONDON E14 9SR

THIS POLICY

1 This insurance policy, which includes the Schedule and any endorsements, sets out the terms, conditions, exclusions and other provisions on which we agree to insure you. We have used the information about you and your practice which you have provided or which we hold, to assess the premium payable by you. When reading this Policy, please note the use of specially defined words, which appear in italics. There is a list of these defined words in clause 18.

PERIOD OF INSURANCE

2 This Policy is for the period shown in the Schedule.

WHAT WE INSURE YOU FOR UNDER THIS POLICY

3 We agree to indemnify you against civil liability (including civil liability for claimants' legal costs):

- (a) for professional negligence by you, arising from a claim:
 - (i) which is first made against you:
 - (A) during the period of insurance other than in relation to a previously notified circumstance; or

- (B) after the period of insurance in relation to a reported circumstance; and

- (ii) which relates to the provision of professional services by you on an incident date when you were a member of the MDU;

- (b) for professional negligence by any person for whom you are vicariously liable, arising from a claim:

- (i) which is first made against you:
 - (A) during the period of insurance other than in relation to a previously notified circumstance; or
 - (B) after the period of insurance in relation to a reported circumstance; and

- (ii) which relates to the provision of professional services by such person on an incident date when you were a member of the MDU;

- (c) in respect of a Good Samaritan act by you, arising from a claim:

- (i) which is first made against you:
 - (A) during the period of insurance other than in relation to a previously notified circumstance; or
 - (B) after the period of insurance in relation to a reported circumstance; and

- (ii) which relates to a Good Samaritan act by you on an incident date when you were a member of the MDU; or

- (d) in respect of a Good Samaritan act by any person for whom you are vicariously liable, arising from a claim:

- (i) which is first made against you:
 - (A) during the period of insurance other than in relation to a previously notified circumstance; or
 - (B) after the period of insurance in relation to a reported circumstance; and

- (ii) which relates to a Good Samaritan act by such person on an incident date when you were a member of the MDU.

4 We also agree to indemnify you against:

- (a) defence costs for any claim for professional negligence or in respect of a Good Samaritan act, as referred to in clauses 3(a) to (d); and

- (b) defence costs (but not any damages) for any claim which arises from:

- (i) allegations of defamation against you arising from the provision of professional services on an incident date when you were a member of the MDU, by you or by any person for whom you are vicariously liable;

- (ii) allegations of defamation against you arising from a Good Samaritan act on an incident date when you were a member of the MDU, by you or by any person for whom you are vicariously liable;

- (iii) allegations, which are not proven or admitted, of sexual harassment, sexual misconduct, unlawful discrimination or any other alleged conduct by you arising in any such case from the provision of such professional services as are defined by clause 18(m)(i) or (ii) when you were a member of the MDU, even if the fact or matter alleged would, if proven, fall outside the proper scope of the provision of such professional services; or

- (iv) allegations, which are not proven or admitted, of sexual harassment, sexual misconduct, unlawful discrimination or any other alleged conduct by you arising in any such case from a Good Samaritan act when you were a member of the MDU, even if the fact or matter alleged would, if proven, fall outside the proper scope of a Good Samaritan act,

in each case where the claim is first made against you:

- (A) during the period of insurance other than in relation to a previously notified circumstance; or
 - (B) after the period of insurance in relation to a reported circumstance.

TERRITORIAL COVER

- 5 The indemnity we provide under this *Policy* is for the *provision of professional services* within the *United Kingdom* but for *Good Samaritan acts* worldwide. For this purpose:
- (a) you will only be regarded as *providing professional services* in the *United Kingdom* if:
 - (i) at the *incident date* you were registered in and your practice was located in the *United Kingdom* and when you provided the *professional services* you were present in the *United Kingdom*;
 - (ii) any individual patient to or in respect of whom the *professional services* were provided was, at both the *incident date* and (if different) the *examination date*, present in the *United Kingdom*;
 - (iii) every court to whom or for whose specific benefit the *professional services* were provided was, at the *incident date*, located in the *United Kingdom*;
 - (b) any person for whom you are *vicariously liable* will only be regarded as *providing professional services* in the *United Kingdom* if:
 - (i) at the *incident date* you were registered in and your practice was located in the *United Kingdom* and when such person provided the *professional services* they were present in the *United Kingdom*; and
 - (ii) any individual patient to or in respect of whom the *professional services* were provided was, at both the *incident date* and (if different) the *examination date*, present in the *United Kingdom*;
 - (iii) every court to whom or for whose specific benefit the *professional services* were provided was, at the *incident date*, located in the *United Kingdom*.

WHEN YOU ARE INSURED

- 6 We agree to insure you under this *Policy* if you are a member of the *MDU* when this *Policy* commences and throughout the period of insurance.
- 7 This *Policy* will terminate if and when you cease to be a member of the *MDU*, other than as a result of your death. This will not affect your entitlements under this *Policy* up to the date of termination.

If you retire from practising dentistry or otherwise *providing professional services* during the term of this *Policy*, the following Retirement Cover Section will apply for a period of 10 years from the date of termination of this *Policy*.

RETIREMENT COVER SECTION

Retirement Cover provides you with a continuation of the period during which we agree to indemnify you under this *Policy* if you retire from practising dentistry or otherwise *providing professional services* during the term of this *Policy*. Provided you are not practising dentistry, or otherwise *providing professional services*, whether paid or unpaid, at any time during this continuation period, this indemnity shall continue for a period of 10 years from the date of termination of this *Policy*.

Retirement Cover is provided on the terms and conditions and subject to the exclusions set out in this *Policy*. Provided that you are a member of the *MDU* when this additional benefit commences, you do not have to be a member at the time a *claim* is made. Any *claims* made during the continuation period are subject to and included within the aggregate indemnity limit applying to this *Policy*, which will apply to the period of this *Policy* together with the continuation period.

You must notify us of your intention to return to practising dentistry after retiring, in order for you to be covered in respect of the *provision of professional services* when you return to practice. If you return to work *providing professional services*, whether full time or part time, and whether paid or unpaid, you will no longer benefit from Retirement Cover.

Additional premium for Retirement Cover

No additional subscription or premium is applicable for this cover.

If you become disabled and are unable to continue practising dentistry or otherwise *providing professional services* during the term of this *policy*, the following Disability Cover Section will apply for a period of 10 years from the date of termination of this *policy*.

DISABILITY COVER SECTION

Disability Cover provides you with a continuation of the period during which we agree to indemnify you under this *Policy* if you cease practising dentistry, or otherwise *providing professional services* during the term of this *Policy*, due to disability. Provided you are not practising dentistry, or otherwise *providing professional services*, whether paid or unpaid, at any time during this continuation period, this indemnity shall continue for a period of 10 years from the date of termination of this *Policy*.

Disability Cover is provided on the terms and conditions and subject to the exclusions set out in this *Policy*. Provided that you are a member of the *MDU* when this benefit commences, you do not have to be a member at the time a *claim* is made. Any *claims* made during the continuation period are subject to and included within the aggregate indemnity limit applying to this *Policy* which will apply to the period of the *Policy* together with the continuation period.

You must notify us of your intention to return to practising dentistry after suffering a disability, in order for you to be covered in respect of the *provision of professional services* when you return to practice. If you return to work *providing professional services*, whether full time or part time, and whether paid or unpaid, you will no longer benefit from Disability Cover.

Additional premium for Disability Cover

No additional subscription or premium is applicable for this cover.

If you take ordinary maternity leave, adoption leave, paternity leave or parental leave and cease practising dentistry or otherwise *providing professional services*, during the term of this *Policy*, the following Family Leave Cover Section will apply for a period of 12 months from the date of termination of this *Policy*.

FAMILY LEAVE COVER SECTION

Family Leave Cover provides you with a continuation of the period during which we agree to indemnify you under this *Policy* if you cease practising dentistry, or otherwise *providing professional services* due to ordinary maternity leave, adoption leave, paternity leave or parental leave. Provided you are not practising dentistry, or otherwise *providing professional services*, whether paid or unpaid, at any time during this continuation period, this indemnity shall continue for a period of 12 months from the date of termination of this *Policy*.

Family Leave Cover is provided on the terms and conditions and subject to the exclusions set out in this *Policy*. Provided that you are a member of the *MDU* when this benefit commences, you do not have to be a member at the time a *claim* is made. Any *claims* made during the continuation period are subject to and included within the aggregate indemnity limit applying to this *Policy*, which will apply to the period of the *Policy* together with the continuation period.

You must notify us of your intention to return to practising dentistry after being on leave, in order for you to be covered in respect of the *provision of professional services* when you return to practice. If you return to *providing professional services*, whether full time or part time, and whether paid or unpaid, you will no longer benefit from Family Leave Cover. If during the period of Family Leave you retire or become unable to return to practising dentistry due to disability, Retirement Cover or Disability Cover will apply as appropriate, and shall continue for a maximum period of 10 years from the original date of termination of this *Policy*.

Additional premium for Family Leave Cover

No additional subscription or premium is applicable for this cover.

If you cease to be a member of the *MDU* during or immediately at the end of the term of this *Policy*, the following Extended Reporting Period Cover Section will apply for a period of 10 years from the date of termination of this *Policy*.

EXTENDED REPORTING PERIOD COVER SECTION

Extended Reporting Period Cover provides *you* with a continuation of the period during which *we* agree to indemnify *you* under the last *Policy* issued by *us* to *you* prior to *you* leaving membership of *the MDU*. Provided *you* do not rejoin *the MDU* as a member at any time during this continuation period, this indemnity shall continue for a period of 10 years from the date of termination of such *Policy*.

Extended Reporting Period Cover is provided on the same terms and conditions and is subject to the same exclusions as under this *Policy*. Any *claims* made during the Extended Reporting Period are subject to and included within the aggregate indemnity limit applying to the last *Policy* issued by *us* to *you* prior to *you* leaving membership of *the MDU*, which will apply to the period of the *Policy* together with the Extended Reporting Period.

If *you* rejoin *the MDU* as a member *you* will no longer benefit from Extended Reporting Period Cover.

Additional subscription for Extended Reporting Period Cover

No additional subscription is applicable for this cover.

HOW MUCH WE INSURE YOU FOR

- 8** The Schedule sets out the maximum amount of *our* indemnity to *you* (including *defence costs*) for each *one claim* and the total of all *claims* in respect of the period of insurance. *We* may at any time pay the relevant maximum amount (or the balance of this amount) to *you* and *we* will then have no further obligations under this *Policy*.

WHEN YOU HAVE TO NOTIFY US

- 9** *You* must notify *us* as soon as reasonably practicable of:
- (a) any *claim* against *you* for *professional negligence* or in respect of a *Good Samaritan act* or arising from allegations against *you* of the type referred to in clause 4(b); or
 - (b) *your* becoming aware of any *circumstance* that may give rise to any *claim* against *you* for *professional negligence* or in respect of a *Good Samaritan act* or arising from allegations against *you* of the type referred to in clause 4(b).

YOUR DUTY TO CO-OPERATE

- 10** *You* agree to act in good faith in all *your* dealings with *us* and at *your* expense to:
- (a) give *us*, *our* investigators and legal representatives all information and assistance *we* may reasonably require; and
 - (b) co-operate fully with *us*, *our* investigators and legal representatives.

OUR RIGHT TO THE CONDUCT AND CONTROL OF CLAIMS

- 11** If *we* make a payment under this *Policy*, *we* are subrogated to all *your* rights of contribution and indemnity or recovery. This means *we* may act at *our* own expense in *your* place to pursue these rights.
- 12** *We* may, if *we* so wish, take over and conduct in *your* name the defence and/or settlement of any *claim* or *proceedings*. If *we* do, *you* will give *us* all such information and assistance as *we* may reasonably require.

CONSENT TO SETTLEMENT

- 13** *You* agree that *you* will not, without *our* prior written consent:
- (a) admit any legal liability for a *claim*; or
 - (b) settle a *claim*, in respect of which *we* may be required to indemnify *you*.
- 14** *We* will not admit liability for, or settle, any *claim* against *you* without *your* prior consent.
- 15** If *you* refuse to consent to *our* settling a *claim*, *our* liability is then limited to the amount *we* recommend in settlement plus *defence costs* to the date *we* recommend settlement of the *claim* to *you*.

- 16** *You* agree not to surrender any right to, or settle any *claim* for, contribution, indemnity or recovery from any other party without *our* prior written consent.

WHAT WE EXCLUDE FROM THE POLICY

- 17** *We* will not indemnify *you* under this *Policy*:
- (a) to the extent that *you* or any person for whom *you* are *vicariously liable* are entitled to indemnity under any other policy with *us* or anyone else or have the benefit of NHS indemnity or of any other indemnification agreement;
 - (b) when *you* or any person for whom *you* are *vicariously liable* are entitled to be considered for a discretionary payment by any person including a medical and/or dental defence organisation other than *the MDU* under that organisation's usual practices (as if *you* did not have this *Policy*), except in respect of the *provision of professional services* or a *Good Samaritan act* or allegations against *you* of the type referred to in clause 4(b) while *you* are or were a pre-registration house officer, on the first year (F1) or second year (F2) of a Foundation programme or a newly qualified dental professional in the first year after graduation;
 - (c) in respect of a *claim* which is made or a *circumstance* which arises relating to the *provision of professional services* or a *Good Samaritan act* 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;
 - (d) in respect of a *claim* which is made or a *circumstance* which arises from the *provision of professional services* as defined by clause 18(m)(iii), other than a *claim* which is or may be made by the *recipient* or court to whom or for whose specific benefit such *professional services* have been provided;
 - (e) in respect of:
 - (i) any trading or personal debt incurred by *you*;
 - (ii) any fine, or civil or criminal penalty or any punitive, aggravated, additional or exemplary damages;
 - (iii) compensation for damage to or destruction or loss of any property;
 - (iv) any withholding of remuneration in conjunction with a disciplinary hearing; or
 - (v) any indirect or consequential loss, or loss of profits or of earnings by *you*;
 - (f) for any judgement or order (except arising from or in connection with a *Good Samaritan act*) of, based on or derived from a court of any country outside the *United Kingdom*;
 - (g) when a person makes a *claim* against *you* or a *circumstance* arises because, and only because, the person is related to *you* as *your* employee, locum tenens or agent;
 - (h) in respect of a *claim* or *circumstance* arising in any way out of the ownership, lease, use or occupation or state of any premises or anything done or omitted to be done in respect of the state of any premises;
 - (i) in respect of a *claim* or *circumstance* arising in any way out of the manufacture, distribution or sale of any products outside the proper course of the *provision of professional services*;
 - (j) in respect of a *claim* or *circumstance* arising in any way out of the unlawful sale, supply, use or application of any substance;
 - (k) in respect of a *claim* or *circumstance* arising in any way out of:
 - (i) actual or threatened pollution of the environment;

- or
- (ii) any requirement for *you* to deal with that pollution, other than the *provision of professional services* or a *Good Samaritan act* to an individual patient injured or ill as a result of such pollution;
- (l) in respect of a *claim* or *circumstance* arising from allegations of defamation, except for the indemnity for *defence costs* under clause 4(b)(i) or (ii);
 - (m) 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;
 - (n) in respect of a *claim* or *circumstance* arising in any way from *your* insolvency or bankruptcy (except a failure to *provide professional services* as a result of such insolvency or bankruptcy);
 - (o) in respect of a *claim* or *circumstance* arising in any way from proven or admitted criminal activity or criminal behaviour, whether or not within the *provision of professional services* or a *Good Samaritan act*;
 - (p) in respect of a *claim* or *circumstance* arising in any way from proven or admitted sexual harassment, sexual misconduct or unlawful discrimination;
 - (q) in respect of a *claim* or *circumstance* arising in any way from alleged sexual harassment, sexual misconduct or unlawful discrimination, or from any other alleged conduct by *you* which in any such case:
 - (i) would not be within the proper scope of the *provision of such professional services* as are defined by clause 18(m)(i) or (ii) or a *Good Samaritan act*; and
 - (ii) is not proven or admitted,
 except for the indemnity for *defence costs* under clause 4(b)(iii) or (iv);
 - (r) in respect of a *claim* or *circumstance* arising in any way out of *your* deliberate intent to cause harm, or *your* fraudulent, dishonest, malicious or reckless act or omission or, where you were knowingly party to such act or omission, that of any person for whom *you* are *vicariously liable*;
 - (s) in respect of the consequences of any *circumstance* which was:
 - (i) notified under any policy which was in force prior to the inception of this *Policy*; or
 - (ii) known to *you* at the inception of this *Policy*; or
 - (t) 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.

DEFINITIONS

18 In this *Policy*:

- (a) **Circumstance** means an event that may give rise to a *claim* for *professional negligence* or a *claim* in respect of a *Good Samaritan act* or an allegation against *you* of the type referred to in clause 4(b);
- (b) **Claim** means:
 - (i) a demand for, or an assertion of a right to, compensation or damages; or
 - (ii) an intimation of an intention to seek compensation or damages;
- (c) **Defence costs** means legal costs, disbursements and related expenses reasonably and necessarily incurred by *you* with *our* prior written consent or by *us* on *your* behalf, in relation to a *claim* or *reported circumstance* relating to *professional negligence*, a *Good Samaritan act* or allegations against *you* of the type referred to in clause 4(b):
 - (i) in investigating, defending, settling or mitigating any *claim*; or
 - (ii) in prosecuting any *proceedings* for indemnity, contribution or recovery;
- (d) **Examination date** means the date on which an individual patient was examined. If there are multiple dates, this will be the earliest date;
- (e) **Good Samaritan act** means providing, or failing to provide:
 - (i) the examination, diagnosis, treatment (including prescribing of drugs or therapy) or care of an individual patient; and/or
 - (ii) written or oral advice on or concerning the examination, condition, diagnosis, treatment (including prescribing of drugs or therapy) or care of an individual patient,
 in each case in a clinical or medical emergency, accident or disaster when *you* or a person for whom *you* are *vicariously liable* are not present in *your* or their professional capacity but as a bystander;
- (f) **Incident date** means the date of the *provision of professional services* or a *Good Samaritan act* or the matter alleged of the type referred to in clause 4(b) that gave rise to the *claim* or *circumstance*. If there are multiple dates, this will be the earliest date. If there was a course of treatment, this will be the date on which the course of treatment started or, if later, the earliest date on which it is claimed the alleged *professional negligence* occurred;
- (g) **the MDU** means The Medical Defence Union Limited;
- (h) **One claim** means:
 - (i) all *claims* by one or more claimants arising, directly or indirectly, from any *related professional services*;
 - (ii) all *claims* by one or more claimants arising, directly or indirectly, from the *provision of professional services* or a *Good Samaritan act* to a woman and her unborn or newly born child or children;
 - (iii) all *claims* by one or more claimants arising, directly or indirectly, from any one error or omission or any one series of common or similar errors or omissions in the *provision of professional services* or a *Good Samaritan act*, otherwise, each *claim* will be treated as being separate;
- (i) **Policy** means this document, the Schedule and any endorsements;
- (j) **Previously notified circumstance** means a *circumstance* which *you* first notified to *us* or *our* agents or to *the MDU* or its agents prior to this period of insurance;
- (k) **Proceedings** means:
 - (i) any legal proceedings relating to a *claim* for *professional negligence*, a *Good Samaritan act* or allegations against *you* of the type referred to in clause 4(b); and
 - (ii) proceedings by *us* in exercise of *our* rights under clause 12;
- (l) **Professional negligence** means actual or alleged negligence or breach of duty owed to any person (including statutory or contractual duty) in the *provision of professional services*;
- (m) **Professional services** means, in a professional clinical or professional dental capacity:
 - (i) the examination, diagnosis, treatment (including prescribing of drugs or therapy) or care of an individual patient; and/or
 - (ii) written or oral advice on or concerning the examination, condition, diagnosis, treatment (including prescribing of drugs or therapy) or care of an individual patient; and/or
 - (iii) written or oral advice to or for the specific benefit of a *recipient* or court on or concerning clinical or dental issues, without reference to an individual patient;
- (n) **Provision of professional services** and **providing professional services** means providing, or failing to provide *professional services*;
- (o) **Recipient** means:
 - (i) *your* employer, in the course of *your* employment;
 - (ii) a person or entity who or which engages *you* under a contract for the *provision of professional services*, in the course of *your* carrying out the same;
 - (iii) a person or entity to whom *you* provide *professional services* as an employee, contractor or agent of another person or entity, in the course of *your* carrying out the same;
- (p) **Related professional services** means the *provision of professional services* or a *Good Samaritan act* in connection with all dental or clinical matters or issues which have a common cause or similar origin;

- (q) **Reported circumstance** means a *circumstance* you first report to *us* or *our* agents during the period of this insurance;
- (r) **United Kingdom** means the United Kingdom of Great Britain and Northern Ireland, together with the Channel Islands and the Isle of Man;
- (s) **Vicariously liable** or **vicarious liability** means vicariously liable or vicarious liability:
 - (i) for the acts or omissions in the ordinary course of dental practice (which does not include a nursing home or the provision of laboratory or other services to the medical, dental or allied professions) of; or
 - (ii) in respect of a *Good Samaritan act* by, any person other than a registered medical or dental practitioner;
- (t) **We** means the insurers named in the Schedule for each period of insurance and *us* and *our* will be construed accordingly;
- (u) **You** means:
 - (i) the insured named in the Schedule;
 - (ii) the personal representatives of *your* estate following *your* death or *your* legal representatives if *you* become incapable, insolvent or bankrupt; and
 - (iii) *your* beneficiaries and those who have or obtain an interest in *your* beneficiaries' estates following their deaths;
 and *your* will be construed accordingly;
- (v) the singular includes the plural; and
- (w) the male gender includes the female, and vice versa.

CO-INSURANCE

- 19** *Our* obligations under this *Policy* are several and not joint, in the proportions set out by *our* names in the Schedule. Neither of *us* is responsible for the obligations of the other.

ARBITRATION

- 20** If there is a dispute or difference between *you* and *us* arising out of or in connection with this *Policy*, this will be referred to arbitration before a sole arbitrator who *you* and *we* will appoint under the English arbitration legislation. Such a reference to arbitration and all proceedings relating to it will be subject to the provisions of the Arbitration Act 1996 and any statutory modification or re-enactment of that Act.

GOVERNING LAW

- 21** Unless *we* and *you* agree otherwise in writing, this insurance contract will in all respects be governed by and construed in accordance with English law and, except for any reference to arbitration under clause 20, is subject to the exclusive jurisdiction of the English Courts.

Your Policy can be endorsed upon application to include the following additional section if appropriate to your circumstances:

Endorsement D9/01: DEATH COVER

Death Cover provides *you* with a continuation of the period during which *we* agree to indemnify *you* under the last *Policy* issued by *us* to *you* prior to *your* death.

If *you* die during the period of the *Policy*, or die after having commenced (and during the period of) cover under the Retirement Cover Section, the Disability Cover Section or the Family Leave Section, *your* personal representatives may apply for Death Cover and must do so as soon as practicable. Death Cover shall continue for a maximum period of 10 years from the original termination date of the last *Policy* issued by *us* to *you* prior to *your* death.

Death Cover is provided on the same terms and conditions and is subject to the same exclusions as under the *Policy* contained in the previous pages. Any *claims* made during the continuation period are subject to and included within the aggregate indemnity limit applying to the last *Policy* issued by *us* to *you* prior to *your* death, which will apply to the period of the *Policy* together with the continuation period.

Additional premium for Death Cover

No additional subscription or premium is applicable for this cover

MDU Services Limited
230 Blackfriars Road, London SE1 8PJ

Membership Helpline
0800 085 0614

Membership Fax
020 7202 1696

Email
membership@the-ddu.com

Website
www.the-ddu.com

The DDU is the specialist dental division of the Medical Defence Union Limited.

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