

**Guide.
Support.
Defend.**

Your guide to DDU membership

theddu.com



DDU

Practise with confidence

We are a not-for-profit, mutual organisation, owned by our members and dedicated to your 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 excellent track-record of helping members overcome the challenges that could threaten their livelihood.

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

Contents

- 04** Glossary
- 05** Benefits of membership
- 06** Guiding you
- 07** Supporting you
- 08** Defending you
- 10** When we're likely to help
- 11** When we're unlikely to help
- 14** Practice owners with vicarious liability
- 16** Your membership
- 19** Sending information to us
- 20** Complaints
- 21** Keeping you up to date

Glossary

Assistance Guidance, support or defence we provide, which can include legal representation.

Incident A circumstance that happened in relation to an individual patient or your professional actions on a particular date, which may give rise to a request for assistance or a claim.

Indemnity Compensation we can provide for you to pay damages and claimants' costs for clinical negligence.

Mutual fund Assets we hold from which we provide the benefits of membership.

Occurrence membership The right to ask for our help at any point in the future as long as you were a member when the incident happened, even if you have since left our membership, retired or taken a career break. This right extends to your estate should a matter be notified after your death.

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

Benefits of membership

The membership benefits we provide are designed to meet your needs arising from the clinical services you provide. 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 you do.

Occurrence membership

The benefits we provide are on an **occurrence** basis. This means that you can ask for our **assistance** as long as you 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 are a mutual, not for profit, dental defence organisation

We are not an insurance company. We use our **mutual fund** to help members. If you ask us for assistance or **indemnity**, this is provided at our board of management's discretion, as set out in our memorandum and articles of association.

Annual General Meeting (AGM)

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.

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 on our 24-hour helpline.

Our dento-legal team is available between 8am to 6pm Monday to Friday and provides an on-call service for dento-legal emergencies or urgent queries 24 hours a day, 365 days a year.

Stay up to date with our publications

Our highly regarded publications feature case histories and topical articles on subjects such as complaints and confidentiality. These are all available online.

Keep your finger on the pulse with theddu.com

Find advice, hot topics, case studies, podcasts, webinars, videos and more on our website.

Achieve your potential with learning and development

Take advantage of our local dento-legal seminars, specialist training courses and online CPD.

Worried about an associate contract

We can review existing and prospective contracts and give advice on clauses. We can also give you a DDU model associate contract or self-employed hygienist/therapist agreement.

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.

Face to face

We can visit you locally to discuss your membership. This gives you the opportunity to meet our specialist liaison teams and sort out questions face to face.

Supporting you

Worried about a complaint?

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

Facing an investigation?

If you are under investigation by NHS England, the General Dental Council (GDC) or another commissioning body, it can be highly stressful. NHS bodies are unlikely to help you with personal support, but we can help you prepare your response and 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 call on our support for:

- Patient complaints at local level and those referred to the Ombudsman.
- Preparing a case and representation at inquests (or equivalent formal inquiry).
- Complaints to the GDC.
- 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.
- Criminal investigations and proceedings arising directly from the clinical care of an individual patient e.g. gross negligence manslaughter.
- Local, regional or national inquiries relating to the clinical management of patients.
- Advice on managing risks.
- Representation when dealing with press or media enquiries.

Defending you

Representing you throughout GDC fitness to practise proceedings

One of the toughest experiences for a dentist is to face a fitness to practise investigation. 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.

Representing you throughout local disciplinary proceedings

If you face local disciplinary proceedings in connection with your clinical practice, we can provide you with support and representation and attend with you (if allowed under the procedures).

Representing you throughout a criminal investigation and trial

While rare, dentists can face police charges arising from their treatment of a patient. Faced with the ordeal of a public trial and the threat of prison, you need experts on your side as well as by your side. We can provide you with expert legal help to build and present your case and defend you.

Indemnity for clinical negligence claims

We can defend you against clinical negligence claims that arise from the normal practice of dentistry in the UK, Channel Islands and Isle of Man.

We recognise your professional reputation is at stake. 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.

DDU assistance with claims can include:

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

Reporting a claim

The first time you hear about a claim for compensation against you is often when you receive a letter or court papers from a patient or their solicitor. This can be a shock and requires urgent specialist advice.

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

You should not take any step in the matter without our prior approval.

Reporting a claim to us is easy. Simply call our dento-legal helpline on 0800 374 626. The sooner we know, the sooner we can help you.

If the claim made against you relates to work indemnified by a state-backed scheme, this needs to be reported to NHS Resolution in England or NHS Wales Shared Partnership - Legal and Risk Services in Wales.

Once you have told us about the claim, an adviser will ask you to send the documents we need from you.

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

claims@theddu.com

or

Claims manager

MDU Services Limited
One Canada Square
London E14 5GS

It's important you do this straight away, as we usually only have a short time from you receiving claims correspondence to provide a response.

When we're likely to help

As a members' organisation, we believe it's important to provide information about when we are likely and unlikely to help you, so you have a good understanding of what to expect when asking for our help.

As our member you can ask us for help, which is provided at our board of management's discretion, in accordance with the memorandum and articles of association.

The following are examples of things we may take into account when deciding whether to help you, but they are not a definitive list, as the facts and circumstances of each matter will differ:

- You should have been a member when the incident took place.
- You should have reported the incident involving you to us as soon as practicable.
- 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 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 a licence, if required) with the appropriate professional regulatory body to carry out the clinical services you did. You should also have had the required training and experience needed for these activities.
- You should cooperate fully with us and our representatives.
- You should provide full and accurate information relevant to the case, without delay, 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 clinical practice in the UK, Channel Islands (CI) or Isle of Man (IoM). The patient should have been in the UK, CI or IoM on the date of the incident and the date of the examination (if different), unless you have specific agreement from us to work overseas.

When we're unlikely to help

We carefully consider each request for help. The following are examples of when we are unlikely to provide support. This is not a definitive list, as the facts and circumstances of each matter will differ.

Matters which can be covered by other insurances and/or 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 of a registered medical or dental practitioner, or any person providing laboratory or other service to the medical, dental or allied professions, other than where this is included as a standard benefit for dental practice principals (see page 14).
- Matters arising from the acts and/or omissions of your partner(s) in a firm and/or other corporate arrangements.
- Matters relating to property, including its damage or destruction.
- Matters relating to the manufacture, sale, supply, distribution, use or application of any product (other than in respect of the application or preparation of any medicinal or pharmaceutical products).
- Matters relating to pollution or environmental allegations, other than relating to treating an individual patient who is injured or ill as a result of pollution.
- Matters 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 have contributed.
- Matters arising from incidents that happen when you were not a member.
- Support for your employees or contractors who are registered dentists or other clinical staff who we have indicated should have their own individual clinical indemnity.
- Claims or other liabilities arising from errors or omissions of senior clinical or other managers within your organisation other than as part of your normal clinical practice.

- Matters arising from research, other than with reference to alleged negligence in treating an individual patient.
- Compensation for failures of administration or complaints handling.

Matters of deliberate, reckless or criminal acts

- 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.
- Matters 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. This includes but is not limited to, your or their knowing (or obvious) dishonest, fraudulent, malicious or reckless acts or omissions (including retrospectively altering dental or other records).

- Damages and claimants' costs awarded for a claim which arises from allegations of sexual harassment, sexual misconduct, unlawful discrimination, defamation or any other alleged unlawful conduct for any matter that is proven or admitted.
- Damages and claimants' costs awarded for a claim that 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.

Matters of commercial interest

- Partnership, employment or agency disputes or related contractual or compensation claims.
- Fee scales and recovery of charges for work you have carried out.
- Withholding of your pay or deduction from a contractual payment in conjunction with a disciplinary investigation or hearing.
- Claims made by someone who is not a patient, including employers, employees, contractors, agents, sponsors or other third parties.

- Matters arising from commercial contracts or arrangements, or related to any trading or debts incurred by you, including claims arising from insolvency, bankruptcy or fines or penalties arising from your failure to meet service standards.
- Fines or other penalties arising from criminal, governmental or quasi- governmental investigations, or by the CQC, an Integrated Care Board or NHS England (or equivalent organisations).
- Support with the investigation of or payment of damages, fines or other penalties arising from alleged or actual breaches of data protection law, except claims relating to confidentiality or data protection breaches arising from the clinical care of a patient you have treated.
- Investigations by competition authorities.
- Any indirect or consequential loss, or loss of profits or earnings by you.
- Matters arising from your failure to achieve and/or maintain necessary educational or training standards.
- Matters arising in relation to your work as a director of a company (unless specifically agreed in advance).
- Matters arising from your clinical practice where we or an NHS indemnity scheme are not your indemnifier for clinical negligence claims arising from the work (unless specifically agreed by us in advance).
- Other matters that have no direct connection with your normal clinical practice.
- Costs incurred by you from your attendance at court, hearings or meetings with us about your case, or the costs of any locum cover you may arrange.

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

- 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 an individual patient.
- Damages and claimants' costs awarded in a claim for defamation against you arising from your clinical practice.
- Legal expenses or costs if you pursue a grievance or claim of defamation or discrimination against someone else.
- Exemplary or aggravated damages awarded against you.
- Legal or other costs or expenses that you incur without our prior approval.

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 (DCP) who treated the patient.

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 benefit does not replace the need for all dentists and DCPs working at your practice to have their own individual indemnity in place.

It is a GDC requirement that all dentists and DCPs **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 DCPs working at your practice.

DDU Assistance can include:

- The payment of defence costs incurred in defending clinical negligence claims where allegations are brought against a practice principal member on a vicarious basis.
- The payment of damages and claimants' legal costs, in clinical negligence claims, where recovery from the treating dentist/DCP or their indemnity provider was not successful.
- Defence costs (but not damages or claimants' costs) for claims that arise from allegations, which are not proven or admitted, of sexual harassment, sexual misconduct, unlawful discrimination or any other alleged unlawful conduct by dentists/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. We are unlikely to assist if there has been a criminal conviction.

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

When we're unlikely to provide support:

- Where you have not taken reasonable steps to ensure the treating dentist or DCP held appropriate and adequate indemnity while 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 that was already known about by you, before 1 June 2021.
- Where indemnity is available from another provider.

Your membership

Contacting our membership team

Our membership team is just a phone call away if you have a question about your subscription or the work you can be indemnified for. They are available from 8am to 6pm Monday to Friday and can be contacted on 0800 085 0614.

Your subscription

Your subscription is based on a number of factors including the amount and type of work you do. It's important that the information you give us about your clinical practice is complete, accurate and up to date.

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.

Factors we may consider include the length of your DDU membership; your place of work and your professional responsibilities; your involvement in complaints or other professional difficulties (whether involving the DDU or not); and past claims or potential claims.

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 your practice from year to year.

If anything changes that might have a material bearing on your clinical practice, please tell us immediately.

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 membership.

Your membership documents will explain what support is included in your membership. It is important that you read your membership documents carefully.

Please keep your membership details up to date. This is easy to do online at theddu.com

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.

Continuing your membership

Before the end of your membership year, you will receive an invitation to renew your membership. We ask 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, 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.

Change of contact details

Please don't forget to tell us if your address and/or contact details change. If we don't have your latest details, you may not receive your renewal documents, and you could find yourself without membership.

Change of work location

If you are planning to work somewhere different (such as moving to a different country in the UK, or the Republic of Ireland, or the Channel Islands or the Isle of Man), please contact our membership team beforehand to discuss your indemnity needs. 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 move to work in the Republic of Ireland, you need to be registered with the Dental Council of Ireland to practise there.

Working overseas

All members can receive clinical indemnity for Good Samaritan acts worldwide. This means providing clinical services related to a clinical emergency, accident or disaster that could not have been anticipated and when you are present only 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, please contact our membership team to discuss your plans before you go.

If 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.

Taking a career break

If you wish to take a career break, you may be able to put your membership on hold. Please tell our membership team before starting your break and before you return to work.

Discontinuing your membership

Your membership is provided on an occurrence basis. If you leave membership you can continue to request our help for incidents that happened at any time when you were a paying member.

Sending information to us

Protecting patient information

Many members, including practice principals, will be 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 you may need to provide information about the patient, and treatment they have received, to insurers, indemnifiers or legal advisers in connection with any actual or potential complaint or claim.

Sending information to our advisory team

When seeking dento-legal advice from the DDU, please only send us information about patients that is 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 unredacted documents.

Providing our advisory team with documents that contain unnecessary personal data about patients 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.

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

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.

Complaints

We do everything we can to provide an excellent service, but there might still be times when you feel you have cause for complaint. If so, we'll try to resolve your complaint as quickly and fairly as we can. If you need to make a complaint about any aspect of our service, please contact the relevant team:

Membership

membershipcomplaints@theddu.com
0800 085 0614

Legal

legalcomplaints@theddu.com
020 7202 1500

Dento-legal

advisory@theddu.com
0800 374 626

Claims

claims@theddu.com
020 7202 1500

You can also write to us by addressing your letter to 'Head of membership', 'Head of legal services', 'Head of dento-legal services' or 'Head of claims handling' and sending it to our main postal address:

MDU Services Limited
One Canada Square
London E14 5GS

Data protection officer

If your complaint relates to the way your personal information was handled, contact the data protection officer at dataprotectionofficer@theddu.com, or by writing to us at the above address.

For further information about the DDU complaints procedure, please see theddu.com/about-ddu/complaints

Keeping you up to date

Keeping you up to date – what to expect

To help you make the most of your membership we'll send you emails:

- With guidance and advice.
- About member services and benefits (including those we offer with third parties).

You can choose not to get these emails when you apply for membership, and you can also change your communication preferences at any time.

As well as these emails, we may also send you emails to help administer your membership, including renewal.

This 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 on the benefits included in membership.

It is the policy of the DDU 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

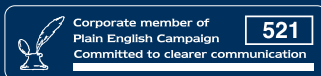
Your feedback

Give us your feedback about the DDU

theddu.com/feedback

Website

theddu.com



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.

MDU Services Limited, registered in England 3957086. Registered Office: One Canada Square, London E14 5GS