

# DENTISTS' PROFESSIONAL LIABILITY INSURANCE

Policy wording



# Contents

	<b>Page Number</b>
Introduction .....	2
Your Policy .....	3
Claim Notification .....	4
General Conditions/Claims Conditions .....	5
Policy Exclusions .....	7
Definitions .....	8
Section 1 – Professional Public/Products Liability .....	11
Section 2 – Legal Expenses Professional Inquiries and Investigations Insurance .....	14
Section 3 – Crisis Management .....	17
Complaints Procedure .....	18
Fair Processing Notice .....	19

## **Introduction to the Policy**

Welcome to RSA. Thank you for choosing us as your insurer.

Your Policy (including the Schedule, Endorsements, Clauses and Certificates) is evidence of a legal contract and the documents should be kept in a safe place.

We are happy to provide duplicates if you mislay any part of your Policy documentation.

Please read the Policy and Schedule carefully and if it does not meet your needs please contact the British Dental Association

## Your Policy

This Policy is a contract between you (also referred to as the Policyholder or your) and us (also referred to as the Company, we, our or RSA).

This Policy and any Schedule, Endorsements, Clauses and Certificates should be read as if they are one document.

RSA's acceptance of this risk is based on the information presented to RSA being a fair presentation of the Policyholder's dental service.

Any reference to the singular will include the plural or vice versa.

Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto.

Any heading in this Policy is for ease of reference only and does not affect its interpretation.

RSA will provide the insurance described in this policy (subject to the terms set out herein) for the Period of Insurance shown in the Schedule and any subsequent period for which the Policyholder shall pay and RSA shall agree to accept the premium.

This Policy may be cancelled:

- A) by us giving 30 days notice in writing to you at your last known address
- B) by you giving 30 days notice in writing to us at the address shown in the Schedule

For and on behalf of Royal & Sun Alliance Insurance plc



Steve Lewis  
Chief Executive, UK & Western Europe

## Claim Notification

- 1 You must notify the British Dental Association as soon as you first become aware of a situation which may give rise to a claim under this policy.
- 2 We will not pay any costs incurred before your claim is accepted by us. You will be responsible for any costs incurred if you instruct your own solicitor, barrister, accountant or other legally qualified person without our agreement.
- 3 Claims should be notified to the British Dental Association by:  
Email: [indemnity@bda.org](mailto:indemnity@bda.org)  
Post: 64 Wimpole Street, London W1G 8YS  
Telephone: 020 7535 5858 between the hours of 9am and 5pm

# General Conditions/Claims Conditions

## 1 Insurance Act 2015

In respect of any

- A) duty of disclosure
- B) effect of warranties
- C) effect of acts of fraud

the rights and obligations applying to the Policyholder and the Company shall be interpreted in accordance with the provisions of the Insurance Act 2015

## 2 Insurance Act – Proportionate Remedy

In the event of any breach in the duty of fair presentation which entitles the Company to reduce proportionately any claim as provided by Section 8 and Schedule 1 of the Insurance Act 2015 the Company shall offer the Policyholder the option instead to pay an additional premium which the Company advise would have been due but for such breach, and to receive payment of such claim without such proportional reduction

Such offer must be accepted within 30 days of being issued

Nothing in this Condition shall prevent the Company from applying any other remedy for breach of the duty of fair presentation available under the Insurance Act 2015 in such circumstances as the Act allows

## 3 Observance

It is a requirement of the Company that the following conditions apply to all sections of the Policy except so far as is necessary to comply with the requirements of any legislation enacted in Great Britain Northern Ireland the Channel Islands or the Isle of Man relating to compulsory insurance of legal liability to Employees

Failure to comply with Conditions **3** and **4** will result in a claim being rejected or settlement reduced unless the Company considers such non-compliance to be immaterial to the loss

## 4 Reasonable Precautions

The Policyholder shall at their own expense take reasonable precautions to prevent any circumstances or cease any activity which would increase liability in respect of any ongoing Event

## 5 Action by the Policyholder

The Policyholder at their own expense shall without undue delay give to the British Dental Association notice with full particulars of any claim or circumstances which may give rise to a claim regardless of any Policyholder's Contribution shown on the Schedule

Every letter claim writ summons and process in connection with such circumstances shall be forwarded to the Company without undue delay on receipt

Written notice shall also be given without undue delay by the Policyholder to the British Dental Association immediately the Policyholder shall have knowledge of any Investigation or Inquiry in connection with any circumstances which may give rise to liability under this Policy

Unless required in order to comply with a legal or regulatory obligation no admission offer promise payment or indemnity shall be made or given by or on behalf of the Policyholder without the written consent of the Company which shall be entitled to take over the absolute control and conduct in the name of the Policyholder the negotiation proceeding defence or settlement of any claim or to prosecute any claim in the name of the Policyholder for its own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim after consultation with the Policyholder

The Policyholder shall give all such assistance as the Company may reasonably require

## 6 Contribution with other Insurance Policies

If at the time of any claim there is or but for the existence of this Policy there would be any other insurance covering the same legal liability the indemnity will not apply except in respect of any amount beyond that which would have been payable under such other insurance had this Policy not been effected

Where a claim includes the defence of criminal proceedings brought or in an appeal against conviction the Company will not pay the costs and expenses where cover is provided by any other insurance or where but for the existence of this policy cover would have been provided by such insurance

## 7 Law Applicable

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both parties may choose the law which applies to this contract to the extent permitted by those laws

Unless the parties agree otherwise in writing the Company has agreed with the Policyholder that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the Policyholder is based or if based in the Channel Islands or the Isle of Man the law of whichever of those two places in which the Policyholder is based

The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the Policyholder is based or if the Policyholder is based in either the Channel Islands or the Isle of Man the courts of whichever of those two places in which the Policyholder is based

## 8 Non Payment – Consumer Credit Termination

The Company reserves the right to terminate the Policy in the event that there is a default in instalment payments due under any linked loan agreement or payment schedule

## 9 Economic, Financial or Trade Sanctions

The Company shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any Prohibition

If any such Prohibition takes effect during the Period of Insurance the Policyholder or the Company may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address

If the whole or any part of the Policy is cancelled the Company shall, if and to the extent that it does not breach any Prohibition, return a proportionate amount of the premium for the unexpired period subject to minimum premium requirements and provided no claims have been paid or are outstanding within the relevant Period of Insurance

For the purposes of this Clause Prohibition shall mean any economical financial or trade sanctions imposed by the European Union or United Kingdom or any other prohibition or restriction imposed by law or regulation of the country of which this Policy is issued or would otherwise provide cover

## 10 Legal Representation

Where the Company provides its consent to indemnify the Policyholder in respect of the costs of legal representation in relation to any matter which may form the subject of a claim for damages under this Policy the Company will choose an appropriate representative (be it solicitor or otherwise) to act on the Policyholder's behalf

The Company will provide the Policyholder with details of the nominated appropriate representative prior to the representative's instruction

In the event that the Policyholder wishes to appoint its own representative the Policyholder shall provide prior notification of its intention to do so and seek the Company's written consent

The Policyholder agrees that in respect of its proposed representative

A) The hourly rate ( or such other fee basis as the case may be) to apply shall be the Company's standard charging rates

B) The terms and conditions of such appointment

shall be subject to the Company's prior approval

If the Policyholders chosen representative does not agree to the Company's standard charging rates the Policyholder will be required to fund the difference between the rates charged and the Company standard charging rates

In the event of a dispute regarding the amount of legal costs incurred by the Policyholder's chosen representative the policyholder agrees that the Company will have the option to audit any files for the purpose of assessing the costs claimed

## 11 Refund of Professional Fees

Where a refund of professional fees has been requested by a patient and/or is the recommended action in order to resolve a matter, the Company shall be entitled to ask the Policyholder in writing to refund either all or some of the fees they received in relation to that patient's treatment

Should any proportion of the refund be payable by the Policyholder it will take into account the nature of the services provided in connection with Dentistry and the various aspects of the fee charged to the patient, including but not limited to associated dental laboratory and materials costs

## 12 Third Party Contract Rights

No person other than the Policyholder or the Company may enforce the terms of this Policy and the provisions of the Contracts (Rights of Third Parties) Act 1999 do not apply



# Policy Exclusions

## 1 War and Allied Risks

arising from any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

## 2 Radioactive Contamination

of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- B) the radioactive toxic explosive or other hazardous properties of any explosive

# Definitions

## 1 Abuse

Abuse shall mean

- A) acts of hurting or injuring mentally or physically by maltreatment or ill-use but this shall not include the provision of Dental Services
- B) acts of forcing sexual activity or rape
- C) repeated or continuing contemptuous coarse or insulting words or behaviours

## 2 Administrative services

Administrative Services shall mean the storage and transfer of information necessary for conducting a business including the storage of Data in relation to persons receiving or enquiring about Dental Services provided by the Policyholder

## 3 Advertising Injury

Advertising Injury shall mean

- A) oral or written publication of material in any manner that slanders libels or defames a person's or organisation's goods products or services
- B) oral or written publication of material in any manner that infringes a person's right to privacy
- C) the use of another's advertising idea
- D) infringement of copyright trade dress or slogan

committed in the course of advertising the Policyholder's goods products or services

## 4 Appointed Representative

Appointed Representative shall mean a solicitor, barrister, accountant or other appropriately qualified person or firm appointed by the Company to act for the Policyholder person in accordance with the terms of this Policy

## 5 Company

Company shall mean

### Section 1

Royal & Sun Alliance Insurance plc

### Section 2

shall mean Temple Legal Protection Limited who are authorised under a binding authority agreement to underwrite and administer this insurance on behalf of Royal & Sun Alliance Insurance Ltd

## 6 Crisis

Crisis shall mean any crisis as a result of any matter which may form the subject of a claim for indemnity under this Policy

## 7 Crisis Management Costs

Crisis Management Costs shall mean fees and expenses payable to the media consultants appointed by or on behalf of DWF LLP to minimize any adverse media reporting following a Crisis

## 8 Crisis Consultant Costs

Crisis Consultant Costs shall mean fees payable to DWF LLP or their appointed advisors acting on behalf of DWF LLP

## 9 Data

Data shall mean information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware

## 10 Dental Services

Dental Services shall mean the provision of dental care including

- A) dental care provided by the Policyholder in the course of the practice of dentistry as defined by the Dentists Act 1984 (as amended) and supplemented by the Guidelines for Scope of Practice issued by the General Dental Council
- B) supervision, training and mentoring of others in the provision of dental care
- C) a report or opinion or advice in relation to dental care services, procedures or practices for the purposes of insurance, legal process, an investigation or inquiry or in relation to a person's fitness to carry out certain duties or activities
- D) a report or opinion in relation to an incident or another healthcare professional undertaken in good faith and in the public interest to a health authority, professional body, hospital or employer
- E) publication of an academic paper or any article or communication relating to dentistry provided that the Policyholder is a registered dentist
- F) performance of a professional but non-clinical role in dental education at a recognised institution, healthcare administration or healthcare research
- G) performance of a professional but non-clinical role in any dental advisory, consultancy, managerial or supervisory capacity

## 11 Dentistry

Dentistry shall mean the provision of Dental Services by the Policyholder and conducted solely from premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man but shall not include the ownership or occupation of any premises or the Policyholder's own property

## 12 Documents

Documents shall mean

- A) documents (excluding bearer bonds coupons bank or currency notes or other negotiable instruments)
- B) computer systems records that are the property of the Policyholder or for which the Policyholder is responsible

**13 Employee**

Employee shall mean any individual under a contract of service with the Policyholder

**14 Event – Section 1 only**

Event shall mean one occurrence or all occurrences of a series consequent on or attributable to one source or original cause

**15 General Dental Council**

General Dental Council shall mean the the General Dental Council of the United Kingdom

**16 Good Samaritan Acts**

Good Samaritan Acts shall mean care and assistance administered at the scene of a medical emergency accident or disaster by the Policyholder who is present either by chance or in response to an SOS call anywhere in the World

**17 Humanitarian Acts**

Humanitarian Acts shall mean Dental Services administered by a Policyholder whilst working for a charitable organisation on a voluntary basis in countries outside of the United Kingdom other than North America

**18 Injury**

Injury shall mean  
bodily injury mental injury death disease or illness

**19 Inquiry**

Inquiry shall mean a hearing, inquiry, disciplinary or administrative proceeding, investigative process or conciliation by or on behalf of a professional body, NHS body, hospital, academic institution, Royal Commission, parliamentary committee hearing or Coroner's Inquest but not before the General Dental Council of the United Kingdom, or a notification, warning or intimation of the same

**20 Insured Event – Section 2 only**

Insured Event shall mean a section of cover highlighted in the Schedule as Insured

**21 Investigation**

Investigation shall mean an investigation or disciplinary or administrative proceeding by the General Dental Council of the United Kingdom, including a notification, warning or intimation of those proceedings

**22 Limit of Indemnity**

Limit of Indemnity shall mean

**Section 1**

the amount stated in the Policy or Schedule as being the total amount payable by the Company in respect of any one Event

**Section 2**

the Limit specified in the Schedule, which is the Company's maximum liability under this Policy in respect of:

- A) any one claim arising at the same time or from the same originating cause;

- B) the aggregate for all claims notified during the Period of Insurance

**23 Microchip**

Microchip shall mean a unit of packaged computer circuitry manufactured in small scale and made for program logic including computer memory purposes and expressly including integrated circuits and microcontrollers

**24 North America**

North America shall mean the United States of America or Canada or any other territory within the jurisdiction of either such country

**25 Period of Insurance**

Period of Insurance shall mean the period of time that the Policy is in force as shown in the Schedule.

**26 Person Employed**

Person Employed shall mean any of the following while under the direct control and supervision of the Policyholder and while working for the Policyholder in connection with Dentistry

- A) Employee
- B) individuals employed by labour only sub-contractors including any person supplied by a temporary work agency
- C) self-employed person (not being in partnership with the Policyholder)
- D) individual hired to or borrowed by the Policyholder
- E) individual undertaking study or work experience while under the supervision of the Policyholder
- F) person working under the Community Offender Act 1978 or similar legislation
- G) prospective employees being assessed by the Policyholder as to their suitability for employment
- H) voluntary worker helper or instructor

**27 Person Entitled to Indemnity**

Person Entitled to Indemnity shall mean

- A) the Policyholder
- B) the personal representatives of the Policyholder in respect of legal liability incurred by the Policyholder

**28 Policy**

Policy shall mean the terms and conditions of the contract including the policy wording, Schedule, Endorsements, Clauses and Certificates.

**29 Policyholder**

Policyholder shall mean the legal entity named in the Schedule being a dentist registered with the General Dental Council of the United Kingdom and a member of the British Dental Association

### **30 Policyholder's Contribution**

Policyholder's Contribution shall mean the amount or amounts specified in the Schedule which the Policyholder agrees to pay in respect of damages costs and expenses

### **31 Premium**

Premium shall mean the monetary amount paid or payable by the Policyholder for coverage under the Policy.

### **32 Professional Expenses**

Professional Expenses shall mean expenses in connection with an Insured Event and not exceeding the Limit of Indemnity and shall include fees expenses and other disbursements reasonably and proportionately incurred by the Appointed Representative and agreed by the Company

### **33 Property**

Property shall mean material property but shall not include Data

### **34 Registered Dental Nurse**

Registered Dental Nurse shall mean an individual who is registered with the General Dental Council as a dental nurse, and who at the time of an Event is working in the Policyholder's dental practice as a Person Employed

### **35 Schedule**

Schedule shall mean the statement of details specific to the Policyholder forming part of the Policy.

### **36 Special Treatments**

Special Treatment shall mean any of the types of treatment listed below :

- A) the administration of general anaesthesia
- B) procedures falling within the scope of oral and maxillofacial surgery, and requiring dual registration with both the General Medical and General Dental Councils such as the treatment of major maxillofacial pathology including but not limited to head and neck cancers, salivary gland diseases, surgical correction of facial disproportion and deformity, serious accident and trauma-related injuries, temporomandibular joint disorders, dysesthesia and/or facial pain requiring surgical intervention.
- C) any procedures involving any part of the body beyond the mouth, perio-oral area, face and neck including but not limited to bone harvesting from the rib or hip.
- D) cosmetic injectable procedures of any kind in the neck or below the lower border of the mandible
- E) the use of lasers, intense pulsed light (IPL) energy devices, electrotherapy or dermabrasion associated with cosmetic facial procedures.

### **37 System**

System shall include computers other computing and electronic equipment linked to computer hardware electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation

### **38 United Kingdom**

United Kingdom shall mean England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man

### **39 Vehicle**

Vehicle shall mean any mechanically propelled vehicle (including any machinery or apparatus which is attached thereto)

### **40 Virus**

Virus shall mean programming code or series of instructions designed to achieve an unexpected unauthorised undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer systems via networks extranets internet or electronic mail or attachments thereto

# Section 1 – Professional Public/Products Liability

## The insurance provided by Section 1 is on an occurrence basis

The Company will provide indemnity to any Person Entitled to Indemnity

- 1** against legal liability for damages including damages in respect of breach of professional duty consequent upon any neglect error or omission in providing Dental Services
    - A) in respect of
      - i) accidental Injury of any person
      - ii) accidental loss of or damage to Property arising out of Dentistry and
    - B) arising out of
      - i) any claim
      - or
      - ii) the notification of any circumstance which has caused or is alleged to have caused Injury or loss of or damage to Property

including in respect of Advertising Injury

occurring during the Period of Insurance in connection with Dentistry
  - 2** in respect of claimants costs and expenses which the Policyholder is legally liable to pay in connection with any claim
  - 3** in respect of
    - A) the costs of legal representation at any coroner's inquest or inquiry in respect of any death
    - B) i) costs of legal representation at proceedings in any court arising out of any alleged breach of statutory duty resulting in Injury which may be subject of indemnity under this Section including the defence of any criminal proceedings brought against the Policyholder director or partner or Employee of the Policyholder for a breach of the Corporate Manslaughter and Corporate Homicide Act 2007 or an offence of corporate manslaughter or corporate homicide or gross negligence manslaughter or a breach of the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
    - ii) costs and expenses of legal representation at any appeal against conviction if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success

where the Company has an interest in the outcome of the proceedings
  - C) all other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under **1** above
- incurred with the Company's prior written approval

## General Provisions

Provided that in respect of the Limit of Indemnity as shown on the Schedule

- A) any one Event,
- B) all Events happening during the Period of Insurance in respect of products supplied,

The following shall apply

- 1** the total amount payable by the Company in respect of **1** above and all Extensions Additional Clauses and Memoranda shall not exceed the Limit of Indemnity
- 2** should any Policyholder's Contribution be shown as applicable on the Schedule it will be payable before the Company shall be liable to make payment
- 3** the Company may at any time pay to the Policyholder the Limit of Indemnity (less any sums already paid as damages) or any less amount for which at the absolute discretion of the Company the claim or claims can be settled
 

The Company will then relinquish control and be under no further liability in respect of such claims except for costs and expenses for which the Company may be responsible prior to the date of such payment
- 4** where the Company is liable to indemnify more than one person the total amount of indemnity in respect of damages shall not exceed the Limit of Indemnity
- 5** the total amount payable by the Company in respect of all damages arising out of all claims during the Period of Insurance consequent on or attributable to one source or original cause irrespective of the number of Persons Entitled to Indemnity having a claim under this Policy consequent on or attributable to that one source or original cause shall not exceed the Limit of Indemnity stated in the Schedule
 

For the purposes of the Limit of Indemnity all of the Persons Entitled to Indemnity under this Policy shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely the Company and the Policyholder both as defined herein
- 6** in respect of claims made or where a claim is brought in North America all costs and expenses of the claimant and the costs and expenses (incurred by the Company or with the Company's written approval) of any Person Entitled to Indemnity are included within the Limit of Indemnity stated in the Schedule

## Exclusions to Section 1

The indemnity will not apply to legal liability

### 1 Advertising Injury Exclusions

in respect of Advertising Injury arising from

- A) a deliberate or intentional act or omission of any person eligible for indemnity if the result thereof could reasonably have been expected by the Policyholder or any other person having regard to the nature and circumstances of such act or omission
- B) claims which arise out of circumstances notified to previous insurers or known to the Policyholder at inception of this Policy with the Company
- C) where indemnity is provided by any other insurance
- D) a breach of contract except an implied contract to use another's advertising idea

- E) the failure of goods products or services to conform with any statement of quality or performance
- F) the wrong description of the price of goods products or services
- G) Advertising Injury arising out of electronic bulletin boards or chatrooms that the Policyholder hosts owns or exercises control over

## 2 Mechanical Vehicles

arising from or out of the ownership possession or use by or on behalf of the Policyholder or any Person Entitled to Indemnity of any Vehicle

## 3 Practising Restrictions

for Injury arising in connection with Dentistry undertaken by the Policyholder while they were not registered or that falls outside of any conditions or restrictions placed upon the Policyholder's registration by the General Dental Council

## 4 Property in the Policyholder's Custody or Control

for or arising from loss of or damage to any Property which at the time of the Event giving rise to such liability is owned by or held in trust by or in the custody or control of the Policyholder

## 5 Pollution

for or arising out of or relating directly or indirectly to or in consequence of or in any way involving seepage pollution or environmental contamination of any kind

## 6 Employers' Liability

for bodily injury or mental injury to or death disease or illness of any Person Employed arising out of and in the course of employment by the Policyholder in Dentistry

## 7 Product Defects and Recall

for the costs of recall removal repair alteration replacement or reinstatement of any product supplied to and used by the Policyholder necessitated by any known or suspected defect therein or the unsuitability thereof for its intended purpose

## 8 Fines or Penalties

for

- A) fines or penalties
- B) the costs of appeal against any improvement or prohibition notices
- C) fees for intervention payable under the Health and Safety Fees (Regulations) 2012
- D) compensation ordered or awarded by a Court of Criminal Jurisdiction
- E) aggravated exemplary or punitive damages awarded by any court outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

## 9 Administrative Services

arising in connection with Administrative Services

## 10 Special Treatments

arising out of the provision of any Special Treatments

## Extensions to Section 1

(each of which is subject otherwise to the terms of this Policy)

### 1 Compensation for Court Attendance

In the event of any of the following persons attending court as a witness at the request of the Company in connection with a claim in respect of which the Policyholder is entitled to indemnity under this Policy the Company will provide compensation to the Policyholder at the following rates per day for each day on which attendance is required

- A) the Policyholder £750
- B) any Employee or partner of the Policyholder £500

### 2 Cross Liabilities

If the Policyholder comprises more than one party the Company will provide indemnity to each in the same manner and to the same extent as if a separate Policy had been issued to each

Provided that the total amount payable in respect of damages shall not exceed the Limit of Indemnity stated in the Schedule

### 3 Good Samaritan Acts

The Company will provide indemnity to the Policyholder against legal liability arising in connection with Good Samaritan Acts

### 4 Humanitarian Acts

The Company will provide indemnity to the Policyholder against legal liability arising in connection with Humanitarian Acts

### 5 Loss or Damage to Documents

The Company will provide indemnity to the Policyholder in the event of loss of or damage to Documents occurring in connection with Dentistry and advised to the Company during the Period of Insurance including all costs and expenses reasonably incurred by the Policyholder in replacing or restoring Documents provided that

- A) such loss or damage is sustained while the Documents are either in transit or in the custody of the Policyholder or of any person to whom the Policyholder has entrusted them
- B) where the Documents are in electronic format the Policyholder can demonstrate to the reasonable satisfaction of the Company that the Policyholder had in place sufficient and proper procedures for the security and the daily back-up of Documents
- C) the Company shall not be liable for loss of or damage to Documents arising directly or indirectly from
  - 1) the transmission or impact of any Virus
  - 2) unauthorised access to a System
- D) the total amount payable by the Company in respect of all claims under this Extension shall not exceed £250,000 in total in any one Period of Insurance

## 6 Vicarious Liability

The Company will provide indemnity to the Policyholder in respect of legal liability arising from Dentistry undertaken by an individual for whom the Policyholder is vicariously liable

This Extension will not apply in respect of legal liability

- A) when that individual was acting outside of the terms and conditions of their employment or contract or
- B) where applicable, the Policyholder did not make reasonable efforts to ensure that the individual held appropriate cover

during the period of time within which the individual worked for or with the Policyholder

- C) arising out of or in connection with Abuse

## 7 Dental Nurses

When the Policyholder is indemnified under this Policy in the capacity of a dental practice owner at the date of an Event the indemnity provided will extend to include any Registered Dental Nurse in respect of legal liability arising from Dentistry undertaken within the Policyholder's dental practice

## Section 2 – Legal Expenses Professional Inquiries and Investigations Insurance

The insurance provided by Section 2 is on an occurrence basis

### The Insurance Provided

In return for payment of the premium and based on the information which the Policyholder or anyone acting on the Policyholder's behalf has provided to the Company, the Company will provide insurance and services on the terms contained in this Policy, the Schedule and any attached endorsements, which shall be considered as one document

The Company agrees to indemnify the Policyholder up to the Limit of Indemnity for Professional Expenses incurred for an Investigation or Inquiry, subject to the terms, conditions and exclusions of this Policy, provided that:

- i) the claim arises under an Insured Event that affects the Policyholder's ability to provide Dental Services;
- ii) the circumstances giving rise to the claim commence during the Period of Insurance and within the United Kingdom;
- iii) the claim is notified to the Company as soon as possible; and
- iv) any proceedings, or other methods the Company agrees to resolve the claim, are conducted within the United Kingdom

### Insured Events

#### Insured Event 1 Legal Expenses – Professional Inquiries and Investigations

Any Professional Expenses necessarily and reasonably incurred by the Policyholder, with prior written consent of the Company, for investigative costs and representation at an Inquiry or Investigation

but this shall not include

- i) Deliberate or intentional acts, where the Policyholder is not defending the allegation resulting in the Inquiry or Investigation;
- ii) Any compensation including settlements, fines and damages

#### Special Provision

Provided that

the Policyholder has promptly and fully informed the British Dental Association of the circumstance giving rise to the claim and has followed the advice given as to which procedure and actions should be adopted throughout the course of the claim

#### Insured Event 2 Plea in Mitigation Only

Any Professional Expenses necessarily and reasonably incurred by the Policyholder, with prior written consent of the Company, for investigative costs and representation at an Inquiry or Investigation in respect of a formal Plea in Mitigation statement read at a General Dental Council Hearing after the Policyholder has committed a deliberate and intentional act

but this shall not include

- i) Any costs incurred without the prior consent of the Company;
- ii) Any compensation including settlements, fines and damages

#### Insured Event 3 Personal Tax Affairs

Representing the Policyholder in meetings and negotiations necessary with HMRC into the Policyholder's personal tax affairs following a formal notice to carry out a tax enquiry into the whole of the Policyholder's self assessment tax return

providing that the Policyholder has

- a) maintained proper, complete, truthful and up to date records
- b) made all returns at the due time without having to pay any penalty
- c) provided all information that HM Revenue and Customs reasonably requires

but this shall not include any claim relating to

- i) business tax affairs
- ii) routine treatment of matters which are not connected with a formal investigation or do not arise from an expression of dissatisfaction with the Policyholder's tax affairs
- iii) defending criminal prosecutions
- iv) matters handled by the HMRC Specialist Investigations Unit
- v) tax avoidance schemes
- vi) tax investigations resulting from the negligent advice or actions of the Policyholder's tax consultant or adviser

### Exclusions to Section 2

The Company will not pay for the following:

#### 1 Unauthorised costs

Professional Expenses, compensation awards or any other costs incurred without the Company's consent, or before the Company has given written acceptance of a claim

#### 2 Pre-inception circumstances

Events or disputes which could give rise to a claim under this insurance occurring prior to, or existing before the Policyholder took out this Policy, and which the Policyholder knew or ought reasonably to have known about

#### 3 Negligent acts

Claims arising out of the Policyholder's negligent disregard of the need to take all reasonable steps to avoid, prevent and limit any such claim

#### 4 Government and local authorities

Any dispute with government or local authority departments concerning the imposition of statutory charges

#### 5 Judicial Reviews and legislation challenges

Claims relating to the Policyholder's involvement in a Judicial Review or challenge to existing or proposed legislation other than arising out of an Investigation



**6 Fines and penalties**

Fines, penalties or compensation awarded against the Policyholder person or costs the Policyholder may be ordered to pay by a court of criminal jurisdiction

**7 Intellectual property**

Claims relating to patents, copyrights, passing - off, trade or service marks, registered designs, secrecy and confidential information other than in respect of any Investigation

**8 Franchise or agency rights**

Disputes relating to franchise rights or agency rights

**9 Disputes with the Company**

Any costs relating to disputes with the Company

**General Conditions applicable to Section 2 only**

The following Conditions are applicable to Section 2 and must be understood and, where required to do so, are complied with at all times

Failure to comply with a Condition may in some circumstances result in the Company refusing to pay Professional Expenses or cancelling this Policy

**1 Fraudulent claims**

If it is proven that the Policyholder has made a fraudulent claim, the Company reserves the right to:

- A) terminate this Section of the Policy from the date of the alleged claim and not refund any premium paid by the Policyholder; and/or
- B) recover from the Policyholder any Professional Expenses or other costs or compensation awards paid in respect of that fraudulent claim

**2 Disputes**

In the event of a dispute between the Policyholder and the Company arising from a claim or policy terms and conditions, the Company's complaints procedure as appropriate to this Section of the Policy should firstly be followed

If that dispute cannot be settled, the Policyholder can contact the Financial Ombudsman Service as long as their business meets the eligibility criteria

Where the Financial Ombudsman Service cannot consider a complaint, the dispute shall then be resolved by arbitration which is a formal and binding process where disputes are considered and resolved by independent arbitrators in accordance with the Arbitration Act. A suitably qualified person must be agreed by both Policyholder and the Company, but if agreement cannot be reached an arbitrator shall be appointed by the President of the Chartered Institute of Arbitrators. The arbitrator may require the Policyholder or the Company to pay the costs of any arbitration, which are not indemnified under this Policy

**Claims Conditions applicable to Section 2**

The following conditions should be understood and where required to do so, are complied with at all times

Failure to do so may result in the Insurer refusing to pay Professional Expenses

The Policyholder must follow the Claim Notification procedure on page 4 of this policy document. Once a claim has been assessed the Company will advise whether that claim has been accepted and if a representative is to be appointed to progress the claim. If the claim is not accepted, the Company will explain the reason why and advise whether any assistance in any other way can be provided.

**1 The Company's consent**

- A) After consideration of the claim and any other information that has been requested, the Company will advise whether consent is given to appoint an Appointed Representative and to incur Professional Expenses
- B) When consent is given, the Company may impose conditions on the conduct of the claim including imposing a maximum amount of Professional Expenses that may be incurred without further application to the Company. Any Professional Expenses incurred in breach of such conditions will not be covered under this Policy

**2 Appointed Representative**

- A) Once a claim is accepted by the Company, an Appointed Representative chosen by the Company will be appointed to act on the Policyholder's behalf
- B) In certain circumstances, the Policyholder may nominate a representative to act as the Appointed Representative:
  - i) if legal proceedings need to be issued; or
  - ii) if there is a conflict of interest;

and in such cases the Policyholder must send the Company the contact details of their chosen representative. If that representative is not an Appointed Representative of the Company, they will be expected to act in accordance with the Company's standard terms of appointment and also agree to the Company's standard charging rates. If the Policyholder's chosen representative does not agree to the Company standard charging rates, the Policyholder will pay the difference between the chosen representative's charges and the charges that would have been made by the Appointed Representative the Appointed Representatives charges. A copy of the standard terms of appointment (including standard charging rates) is available on request

- C) The Appointed Representative must co-operate with the Company at all times and provide the Company with any information or documentation when requested to do so
- D) If at any stage of the claim:-
  - i) the Policyholder dismisses the Appointed Representative without good reason; or
  - ii) the Policyholder withdraws from a claim without the Company consent; or

- iii) the Appointed Representative refuses to continue acting for the Policyholder with good reason;

the Company reserves the right to withdraw consent and pay no further Professional Expenses

- E) Any dispute over the Policyholder's choice of representative shall be resolved in accordance with General Condition 2 Disputes of Section 2

### 3 Conduct of claims

The Policyholder must:

- A) co-operate fully with the Company and the Appointed Representative at all times;
- B) conduct all claims with the same care and economy as if they were not insured;
- C) take all steps not to increase the cost of claims;
- D) comply with all rules of, and orders made by the court, and any advice given by the Appointed Representative;
- E) provide, obtain or sign all documents as necessary, attend meetings or hearings as required and provide the Insurer with any information when requested to do so

Failure to observe and comply with these terms will entitle the Company, at their discretion, to deny payment or reduce payment in respect of any claim

The Policyholder, the Company, and the Appointed Representative must at all times have regard to the overriding objective of the Civil Procedure Rules

### 4 Developments during the claim including offers of settlement

- A) The Policyholder and the Appointed Representative must keep the Company up-to-date with the progress of the claim
- B) If at any point during a claim a fact becomes known which results in that claim not having been brought within the terms and conditions of this Policy, the Company reserves the right to recover any Professional Expenses already paid in respect of that claim and not pay any further Professional Expenses in respect of that claim
- C) If the Policyholder does not agree with the Company's decision on the merits of a claim, the Policyholder can, at the Policyholder's own expense, obtain an opinion from an expert who has been approved in advance by the Company. The expert must be in receipt of the same information regarding the claim as provided to the Company. If the expert decides in the favour of the Policyholder, the Company will reconsider the merits of that claim. If the expert decides in the Company's favour, it does not affect the Policyholder's right to use the Company's complaints procedure

### 5 Payment of Appointed Representative's bills

- A) The Company will pay Professional Expenses (including payment on account for interim bills) only if the Company is satisfied that the charges are reasonable and

proportionate and have been properly incurred, subject to the Policyholder paying any Policyholder's Contribution and any recoverable VAT

- B) If requested by the Company, the Policyholder must ask the Appointed Representative to submit its bill of costs for audit by the Company, or for assessment by the Court
- C) If it is later established that Professional Expenses or any other costs incurred were not payable under this policy in whole or in part then the Company will be entitled to recover such payments from the Policyholder

### 6 Recovery of costs

The Policyholder must take all reasonable steps to recover Professional Expenses that have been incurred and pay any sums recovered to the Company. If the Policyholder recovers any sum that covers costs, a fair and reasonable proportion of the total amount recovered shall be reimbursed to the Company. Where such a sum is recovered in instalments, all costs to the Company shall be reimbursed first.

### 7 Appeals

If the Policyholder wishes to pursue an appeal following the original outcome of an Insured Event, the Company must be notified immediately. Strict time limits apply for appeals and in order for the Company to fully consider the merits of the Policyholder's appeal, which must have a better than 50% prospect of success, written notification of the Policyholder's intention to appeal must be received by the Company no less than 10 days prior to the expiry of the relevant time limit. If an appeal is lodged against a decision made in the Policyholder's favour, the Company must also be notified immediately.

If the Company agrees to pay Professional Expenses for an appeal, these costs will be subject to the Limit of Indemnity for the original claim and all other terms and conditions of this policy.

### 8 Bankruptcy

The Policyholder will provide immediate notification to the Company in the event of the occurrence of any of the following

- i) the Policyholder being declared bankrupt or insolvent either as a private individual or in connection with any business
- ii) the Policyholder being disqualified under the Company Directors Disqualification Act 1986 or any subsequent legislation

## Section 3 – Crisis Management

In respect of any Event which may form the subject of a claim for indemnity under this Policy the cover provided under this section shall extend to include Crisis Consultants Costs incurred with the Company's prior written approval other than Crisis Management Costs

In the event of a Crisis occurring during the Period of Insurance please contact our crisis consultants DWF LLP using the 24/7 legal helpline on 03301024201

### Crisis Management Costs

The Company will provide indemnity to the Policyholder and if the Policyholder so requests any Employee or director or partner of the Policyholder up to the Limit of Indemnity in respect of Crisis Management Costs in connection with any Crisis

Provided that in respect of all Crises occurring during any Period of Insurance

- 1 the total amount payable under this Extension shall not exceed £10,000.
- 2 the Company may at any time pay to the Policyholder the Limit of Indemnity (less any sums already paid or incurred) or any less amount for which at the absolute discretion of the Company the claims can be settled the Company will then relinquish control of such claims and be under no further liability in respect thereof
- 3 the Crisis is reported to the crisis consultants immediately when the Crisis is known
- 4 any Crisis arising out of or based upon or attributable to one source or original cause shall be deemed a single Crisis

The indemnity will not apply

- A) to fraudulent acts committed by the Policyholder
- B) to damages payable in respect of any claim for Injury or damage to Property and all related legal costs and legal expenses
- C) to any costs and expenses of proceedings before any court tribunal ombudsman or governmental body
- D) to intentional violation committed by the Policyholder of any law regulation sanctions or industry guidance
- E) where indemnity is provided by any other insurance
- F) to Crisis Management Costs arising from any Crisis happening outside the United Kingdom

# Complaints Procedure

## Our Commitment to Customer Service

At RSA we are committed to going the extra mile for our customers. If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right. We take all complaints seriously and following the steps below will help us understand your concerns and give you a fair response.

### Step 1

If your complaint relates to your policy then please contact the sales and service number shown in your schedule. If your complaint relates to a claim then please call the claims helpline number shown in your policy booklet.

We aim to resolve your concerns by close of the next business day. Experience tells us that most difficulties can be sorted out within this time.

### Step 2

In the unlikely event that your concerns have not been resolved within this time, your complaint will be referred to our Customer Relations Team who will arrange for an investigation on behalf of our Chief Executive. Their contact details are as follows:

Post: RSA Customer Relations Team  
P O Box 255  
Wyndham  
NR18 8DP

Email: [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com)

## Our promise to you

If you are not happy with the level of service you have received in respect of Section 2 Legal Expenses Insurance or how a Legal expenses claim has been handled you can register a complaint directly with Temple:

By email: [complaints@temple-legal.co.uk](mailto:complaints@temple-legal.co.uk)

By phone: 01483 577877

By post: The Compliance Officer  
Temple Legal Protection Limited, Portsmouth House  
1 Portsmouth Road  
Guildford  
Surrey  
GU2 4BL

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Use the information from your complaint to proactively improve our service in the future.

Once we have reviewed your complaint we will issue our final decision in writing within 8 weeks of the date we received your complaint.

## If you are still not happy

If you are still unhappy after our review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints. They can be contacted at:

Post: Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Telephone: 0800 0234567 (free from standard landline, mobiles may be charged)  
0300 1239123 (same rate as 01 or 02 numbers, on mobile phone tariffs)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

You have six months from the date of our final response to refer your complaints to the FOS. This does not affect your right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.

## Thank you for your feedback

We value your feedback and at the heart of our brand we remain dedicated to treating our customers as individuals and giving them the best possible service at all times. If we have fallen short of this promise, we apologise and aim to do everything possible to put things right

## Fair Processing Notice

At Royal & Sun Alliance Insurance plc we provide commercial insurance policies directly or in partnership with other organisations.

Where individuals are covered under the terms of these insurance policies we may need to process their personal information.

Information including the purpose and basis for the processing, how long data will be retained for and about the individual rights under the data protection regulation can be found at: [www.rsagroup.com/support/legal-information/privacy-policy/](http://www.rsagroup.com/support/legal-information/privacy-policy/)

If you have any questions or comments about this Privacy Notice please contact:

The Data Protection Officer  
RSA  
Bowling Mill  
Dean Clough  
Industrial Park  
Halifax HX3 5WA

You may also email us at [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com)

By taking out Legal Expenses Insurance on this Policy you agree that Temple Legal Protection and other parties may need to share information for the purpose of administering this policy and in the provision of claims handling and helpline services. Any information provided to Temple Legal Protection will be processed in accordance with Temple Legal Protection's Privacy Policy (<http://www.temple-legal.co.uk/privacypolicy>).





The scheme is underwritten by Royal & Sun Alliance Insurance plc and arranged by the British Dental Association.  
The British Dental Association is an Appointed Representative of Lloyd & Whyte Ltd who are authorised and regulated by the Financial Conduct Authority (FRN: 306077).  
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Lloyd & Whyte Ltd – Registered office – Affinity House, Bindon Road, Taunton, Somerset TA2 6AA (03686765) England.

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