



**DENTAL
INDEMNITY
DENTAL NURSES**
POLICY DOCUMENT



PREAMBLE

This is a **Claims** made and **Circumstance** notified insurance - to make a claim under this **Policy You** must comply with the conditions set out in the **Policy**. Failure to do so may affect payment of any **Claim** or **Defence Costs**.

The terms that appear in bold with their first letters in capitals are defined under the Definitions section of this **Policy**.

Having submitted a **Proposal Form** to **Us** containing particulars and statements which are subject to General Condition 11 of this **Policy**, and in consideration of **You** having agreed to pay the premium shown in the **Schedule**, **We** agree to indemnify **You** up to the **Limit of Indemnity** and subject to any **Excess** stated in the **Schedule** for **Claims** or **Defence Costs** first made against and notified by **You** during the **Period of Insurance**, subject to the terms, conditions, exclusions and limitations of this **Policy**.

INSURING CLAUSE

The cover provided is subject to the terms, conditions, exclusions and limitations in this contract of insurance.

INSURING CLAUSE 1: DENTAL INDEMNITY

We shall indemnify **You** for all sums which **You** shall be held legally liable to pay arising from:

- a. **Alleged Negligence** in the provision of **Dental Professional Services** causing **Injury**; or
- b. Breach of confidence or misuse of any information which is either confidential or subject to statutory restrictions on its use; or
- c. Invasion, infringement or interference with the right to privacy or the public disclosure of private facts.

provided always that any **Claim** arises out of and in the course of **Your Business**.

INSURING CLAUSE 2: DEFENCE COSTS

We shall indemnify **You** in respect of any **Defence Costs** incurred with **Our** prior consent, such consent not to be unreasonably withheld or delayed, for:

- a. Any **Claim** which falls to be indemnified under Insuring Clause 1 of the **Policy**;
- b. Any disciplinary proceedings against **You** which arise out of **Alleged Negligence** in the provision of **Dental Professional Services** which is alleged to have caused **Injury** brought by the General Dental Council or an equivalent body which has the power to erase **Your** name from the register of those entitled to practice **Your** particular dental profession.

However, the amount of such **Defence Costs** shall be included within the **Limit of Indemnity**.

INSURING CLAUSE 3: PROFESSIONAL INDEMNITY

We shall indemnify **You** for all sums which **You** shall be held legally liable to pay arising out of **Alleged Negligence** in connection with any training or tuition activities undertaken or provided by **You**.

INSURING CLAUSE 4: EXTENDED REPORTING PERIOD

If, during the **Period of Insurance**, **You** die, or permanently retire from practice due to ill health or age then provided that the **Limit of Indemnity** has not been exhausted as at the date of death or permanent cessation of practice, this insurance will continue from such date for a period of 6 years subject to the **Limit of Indemnity** any one **Claim** and



in the aggregate less all amounts paid and to be paid by **Us** in respect of any **Claim** first made and notified or **Circumstances** notified during the **Period of Insurance**. However, if at any time **You** are struck off the General Dental Council's Register of those entitled to practice **Your** particular dental profession (including any Health Authority, Health Board, Primary Care Trust, Service Compliant Proceedings or NHS Tribunal), then the indemnity provided by this insurance shall only apply in respect of any **Claim** notified by **You** to **Us** prior to such time of being struck off.

Important Conditions for Insuring Clause 4

Please read the following clauses carefully. Failure to comply with these conditions may result in Insuring Clause 4 not being accepted by **Us**.

You, or **Your** personal representatives, shall provide **Us** with written notice of permanent retirement of practice within 30 days of such event, and of death within 6 months of the date of death, or prior to expiry of the **Period of Insurance** whichever is the sooner.

If at any time during the Extended Reporting Period **You** resume any form of **Dental Professional Services**, paid or unpaid, which would have attracted cover under this **Policy**, then Insuring Clause 4 is deemed to be cancelled from the date of resumption of such work.

INSURING CLAUSE 5: ARMED FORCES PERSONNEL

The **Geographical Limits** of the **Policy** are extended to Worldwide, excluding USA and Canada, where **You** are working within **Your** scope of practice and employed by the Armed Forces.

INSURING CLAUSE 6: COURT ATTENDANCE COSTS

We agree to reimburse **You** for any reasonable costs necessarily incurred by **You** with **Our** prior written agreement (which will not be unreasonably withheld) to attend court or any tribunal, arbitration, adjudication, mediation or other hearing in connection with any claim for which **You** are entitled to indemnity under this **Policy**.

INSURING CLAUSE 7: REPUTATION AND BRAND PROTECTION

We agree to pay any reasonable sums necessarily incurred by **You** with **Our** prior written agreement (which will not be unreasonably withheld) for the services of a public relations consultancy to avert or mitigate damage to **Your** reputation or brand as a direct result of any media report that names **You** and publicises an act or event that is the subject of a claim for which **You** are entitled to indemnity under this **Policy**.

CLAIMS CONDITIONS

This section of the **Policy** explains **Your** responsibilities when making a claim under the **Policy**. If the conditions listed below are not followed, then a **Claim** or **Defence Costs** may not be paid, may be reduced or may be treated as invalid.

1. Important conditions

All conditions set out below (2 – 4 inclusive) are important conditions to the operation of this **Policy**. This means that **You** have to follow these conditions in their entirety if a **Claim** or **Defence Costs** are to be considered valid under the **Policy**. Failure to follow these conditions may result in the claims being refused.



2. Notification of claims and circumstances

You shall give to Us, as soon as practicable, but in any event within 30 days from You becoming first aware and no later than expiry of the **Period of Insurance**, notification of:

- a. Any **Claim**; or
- b. **Defence Costs**; or
- c. Any **Circumstance**. We agree that any **Circumstance** notified to Us during the **Period of Insurance** which subsequently gives rise to a **Claim** after expiry of this insurance shall be deemed to be a **Claim** first made and notified during the **Period of Insurance**.

Notice will be deemed to have been given to Us when verbal or written notification of a **Claim**, or **Defence Costs** or **Circumstance** has been given to the Claims Managers shown in the **Schedule**.

3. Co-operation Clause

If reasonably required to do so by Us, You shall attend all proceedings and assist Us in the giving of evidence and shall give Us all information and assistance and co-operation in connection with any event, **Circumstance**, **Claim** or **Defence Costs**.

4. No admissions or settlement

You shall not without Our prior written consent admit liability, or settle, or promise to settle, or make any offer to settle, or extend indemnity in relation to any **Claim** or incur any **Defence Costs** in connection with any **Claim** or **Circumstance** or give any oral or written statement to anyone in connection with any **Claim** or **Circumstance**.

5. Conduct of claims

We shall be entitled at any time and at Our absolute discretion to take over and control the conduct of any **Claim**, to include settlement or compromise, in Your name including any **Claim** in respect of which You may be or may become entitled only to partial indemnity under this **Policy**.

We may at any time pay to You the amount of the **Limit of Indemnity** (less any sum already paid) or any lesser amount for which any **Claim** can be settled and shall then cease to have conduct or control of such **Claim** and shall be under no further liability in respect of such **Claim** except for **Defence Costs** incurred prior to the date of such payment.

We shall have no further duty to defend or pay a **Claim** after the **Limit of Indemnity** shown in the **Schedule** to this **Policy** has been exhausted by the payment of any **Claim** or **Defence Costs**.

GENERAL CONDITIONS

The following general conditions apply to this **Policy**:

1. Change of circumstances

You will disclose to Us as soon as practicable:

- a. Any change in the nature of the **Dental Professional Services** supplied by or on Your behalf of the disclosed in the **Proposal Form**; and
- b. Any cessation from the rendering of **Dental Professional Services**.

2. Assignment

The assignment of any interest under this **Policy** shall not bind without Our prior consent.

3. Acts of Parliament



Any reference to Acts of Parliament in this **Policy** shall include any legislation amending or replacing such previous legislation and any equivalent legislation in the **Geographical Limits**.

4. **Governing law and jurisdiction**

- a. This insurance is governed by the laws of England and Wales.
- b. Any dispute or difference between **You** and **Us** arising from this insurance shall be referred for determination to a Senior Counsel of the English Bar, to be mutually agreed between **You** and **Us**.
- c. In the event of a disagreement regarding the appointment, the Chairman of the Bar Council shall appoint a suitable person.
- d. The findings of the agreed or appointed person shall be binding on **You** and **Us**, and the costs of such referral shall be allocated by the agreed or appointed person on a fair and equitable basis.

5. **Cancellation**

This **Policy** may be cancelled with 30 days' written notice by either **You** or **Us**.

- a. If **You** give **Us** notice of cancellation, the return premium will be in proportion of the number of days that the policy is in effect, subject to a minimum retained amount of 30% of the premium. However, if **You** have notified a **Claim** under this **Policy** there will be no return of premium.
- b. If **We** give **You** notice of cancellation, the return premium will be in proportion to the number of days that the policy is in effect.
- c. **We** also reserve the right of cancellation in the event that any amount due to **Us** by **You** remains unpaid for more than 60 days beyond the Inception Date stated in the Schedule. If **We** exercise this right of cancellation it will take effect from 14 days after the date of the written notice of cancellation is issued.

6. **Several liability notices**

Our obligations under insurances to which **We** subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. **We** are not responsible for the subscription of any co-subscribing insurer who for any reason whatsoever do not satisfy all or part of its obligations.

7. **Maintenance of records and assistance**

At all times **You** shall:

- a. Maintain full, accurate and descriptive records of all **Dental Professional Services** rendered, which shall be available for inspection and use by **Us** or **Our** duly appointed representatives insofar as they pertain to any **Claim**;
- b. Give **Us** or **Our** duly appointed representatives such information, assistance and signed statements as **We** may require.

8. **Subrogation**

If any payment is made by **Us**, **You** grant to **Us** all rights of recovery against any parties from whom a recovery may be made and **You** shall take all reasonable steps to preserve such rights. However, **We** agree to waive any rights of recovery against any of **Your** employees or former employees, self-employed persons or consultants unless liability has resulted, in whole or part, from any act or omission on the part of such person which is dishonest, fraudulent, criminal or malicious.

9. **Contribution**

If, at the time when there is a **Claim** under this **Policy** there is other protection effected by or on **Your** behalf covering the same liability or affording the same protection, **We** will not be liable to pay or contribute more than their rateable proportion of any such **Claim** including any **Defence Costs**.



10. Reasonable care

You shall take reasonable care:

- a. To prevent any event which may give rise to a **Claim** under this **Policy**;
- b. To maintain the premises, plant and everything used in **Your Business** in proper repair.

11. Non-disclosure

In deciding to accept this cover and in setting the terms and premium, **We** have relied on the information **You** have given. **You** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete.

If **We** establish **You** deliberately or recklessly provided **Us** with false or misleading information **We** will treat this **Policy** as if it never existed and decline all **Claims**.

If **We** establish that **You** have carelessly provided false or misleading information it could adversely affect **Your Policy** and any **Claim**. For example, **We** may:

- a. Treat this **Policy** as if it had never existed and refuse to pay all **Claims** and return the premium paid. **We** will only do this if **We** provided **You** with insurance which **We** would not otherwise have offered;
- b. Amend the terms of this **Policy**. **We** may apply these amended terms as if they were already in place if a **Claim** has been adversely impacted by **Your** carelessness;
- c. Reduce the amount **We** pay on a **Claim** in the proportion the premium **You** have paid bears to the premium **We** would have charged **You**; or
- d. Cancel this **Policy** in accordance with Condition 5.

We or **Your** Insurance Broker will write to **You** if **We** intend to treat this **Policy** as if it never existed or need to amend the terms of this **Policy**.

If **You** become aware that information given to **Us** is inaccurate, **You** must inform your Insurance Broker as soon as practicable.

If **You** become aware of any information that is different to that already given to **Us** during the **Period of Insurance**, **You** must inform **Your** Insurance Broker as soon as practicable.

12. Aggregation

The maximum aggregate amount that **We** will pay during the **Period of Insurance**, regardless of the number of **Claims** under this **Policy**, is stated in the **Schedule** as the **Limit of Indemnity**.

13. Instruments

You shall at all times take steps to ensure that where instruments are used to penetrate or contact tissue, they are dealt with in the following manner:

- a. A single-use device, as per the manufacturers' instructions, will be properly disposed of following the single use, or
- b. A multi-use device, will be sterilised before and after each use by means of an instrument boiler, sub- AP steam washer, washer-disinfector or similar sterilisation apparatus in accordance with accepted protocols or manufacturers' instructions. The disinfectant chosen must be effective, compatible with the items processed and if an irritant substance is used, all traces of the disinfectant must be removed before the instrument is re-used;



- c. Any surface or single-use or multi-use device which has received spillage of human or animal or bodily fluid or has been contacted by human or animal tissue shall be disinfected by the use of an effective disinfectant in accordance with accepted protocols or manufacturers' instructions;
- d. That all clinical waste is disposed of by an appropriately qualified waste disposal contractor;
- e. That equipment is re-calibrated and maintained in accordance with manufacturers' specifications and that a record demonstrating this is kept.

14. Data Protection Act 1998

It is understood that any information provided by **You** to **Us** will be processed by **Us** in compliance with the provisions of the Data Protection Act 1998 for the purpose of providing insurance and handling **Claims**, if any, which may necessitate providing such information to third parties.

EXCLUSIONS

This **Policy** shall not indemnify **You** in respect of any liability for, or directly or indirectly arising out of, or in any way involving:

1. Criminal acts

Any criminal act or any act committed by **You** while in violation of any law or ordinance regardless of whether **You** are acting alone or in collusion with others.

2. Substance abuse

You allegedly or actually being under the influence of intoxicants or narcotics.

3. Sexual misconduct

Any welcome or unwelcome conduct, physical acts, gesture or spoken or written words of a sexual nature, including, but not limited to, sexual intimacy (even if consensual), sexual molestation, sexual assault, sexual battery, sexual abuse, sexual harassment, sexual exploitation or any sexual act or discrimination.

4. Property owners liability

Any defect in or use of any buildings, premises or land owned or occupied by **You**.

5. Debt/Financial obligation

Any debt or financial obligation incurred by **You** whether or not in connection with **Your Business**.

6. Employers' liability

Any breach of any obligation owed by **You** as employer to any employee or former employee.

7. Advice, design and specification

The provision of advice, design or specification where **You** manufacture, design, construct, erect, install or supply materials or equipment.

8. Fraudulent, dishonest or malicious act

Any fraudulent, dishonest or malicious acts regardless of whether **You** are acting alone or in collusion with others.

9. Ownership of vehicles and crafts

Your ownership, possession or use by or on behalf of **You** of any craft or vehicle, including but not limited to watercraft, hovercraft, motor vehicle or trailer.

10. Industrial action

Any delays, strikes, industrial action or labour disturbances.

11. Return of fees



Any fees claimed back by **Your** clients or where refunds have been provided owing to or allegedly owing to non-performance of **Your** contractual or other obligations.

12. Contractual liability

Any contractual agreement whether written, verbal or implied, unless the liability would have attached in the absence of that agreement.

13. Pollution and Contamination

Any actual or alleged **Pollution and Contamination** and liability for the cost of removing, nullifying or clearing up such **Pollution and Contamination**.

14. Prior claims or circumstances

Any **Claim** or **Defence Costs** or **Circumstance** which has been notified in respect of any other insurance attaching prior to the inception of this insurance or any **Claim** or **Circumstance** of which **You** were or should have been aware prior to the inception of this insurance.

15. Claims already notified

Any **Claim** or **Defence Costs** arising from any event or **Circumstance** which has been notified to any Dental Defence Organisation or other insurer prior to the inception date of this **Policy**.

16. Other indemnity

Any **Claim** or **Defence Costs** which are the subject of indemnity or assistance provided by any Dental Defence Organisation or other insurer.

17. Retroactive date

Any **Claim** or **Defence Costs**, in whole or in part, arising out of actual or **Alleged Negligence** occurring prior to the Retroactive Date shown in the **Schedule**.

This exclusion shall not apply to any **Dental Professional Services** undertaken by **You** during the period of a previous insurance policy, or indemnity arrangement, which provided indemnity solely for claims notified during the period of that policy or indemnity arrangement.

18. Property damage

Any **Claim** in respect of damage to **Property**:

- a. Belonging to **You**; or
- b. In **Your** custody or control, other than personal effects (including vehicles and their contents) of any visitor, director, partners of **Yours**, or
- c. Being that part of any **Property** on which **You** have been working, where the damage arises out of such work.

19. Nuclear risk

Any legal liability of whatsoever nature directly or indirectly caused by or contributed to or arising from:

- a. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; or
- b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Except for the provision of **Dental Professional Services** to any patient who suffers an **Injury** as a result of any radiation or radioactive contamination as described in a. and b. above.

20. War and terrorism

Any legal liability of whatsoever nature directly or indirectly caused by or contributed to or arising from:



- a. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, riot, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to **Property** by or under the order of any government or public or local authority; or
- b. Any act or acts of terrorism, force or violence for political, religious or other ends directed towards the overthrowing or influencing of the government, or for the purpose of putting the public in fear, by any person or persons acting alone or on behalf of or in connection with any organisation; or
- c. Any action taken in controlling, preventing, suppressing or in any way relating to a. or b. above.

Except for the provision of **Dental Professional Services** to any patient who suffers an **Injury** as a result of any War or Terrorism act as described in a. to b. above.

21. Jurisdiction

Any **Claim** or **Defence Costs** (or legal proceedings, or enforcement of any judgment or award entered against **You**) outside the Jurisdiction specified in the **Schedule**.

22. Geographical limits

Any **Claim** or **Defence Costs** for any work or activities undertaken by **You** outside the **Geographical Limits**.

23. Failure to register

Any **Claim** or **Defence Costs** where **You** by were not registered with the appropriate Regulator at the time the incident which gave rise to the **Claim** took place.

24. NHS activities

Any **Claim** or **Defence Costs** that are directly or indirectly caused by or contributed to or arising out of any activity or service undertaken by **You** where **You** are employed or contracted to provide services for an NHS Trust or any other NHS body or equivalent body that would ordinarily have indemnified or otherwise provided an indemnity for **You**.

25. Specific medical conditions

Any communicable disease that has been transmitted by **You** to a patient.

26. Euthanasia or assisted suicide

Any **Claim** or **Defence Costs** directly or indirectly or in any manner whatsoever arising out of, caused by or connected with euthanasia or assisted suicide.

27. Fines, penalties, punitive, multiple or exemplary damages

Any fines, penalties, civil or criminal sanction and for multiple, punitive or exemplary damages, unless insurable by law.

28. Total asbestos exclusion

Any **Claim** directly or indirectly arising out of, resulting from, in any consequence of, or in any way involving asbestos, or any materials containing asbestos, in whatever form or quantity.

29. Cyber liability exclusions

Any **Claim** or **Defence Costs** directly or indirectly or in any manner whatsoever arising out of, caused by or connected with;

- a. Failure of any programme, instruction or data, for use in any computer or other electronic processing device, equipment or system, to function in the way expected or intended; or



- b. Transmission or receipt of any virus programme or code that causes loss or damage to any **Computer system** or prevents or impairs its proper function or performance; or
- c. Business conducted or transacted via the Internet, Intranet, Extranet or Your own web site, or via transmission of mail or documents by electronic means;

Except for the provision of **Your Business**.

30. Products supplied

Any **Product Supplied**.

31. Sanctions

Any benefit under this contract of insurance to the extent of providing cover, payment of any **Claim** or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

32. Unlawful detention

Any **Claim** or **Defence Costs** for unlawful detention in breach of the Mental Health Act 1983, the Human Rights Act 1998 or common law or any re-enactment.

33. Libel or slander and intellectual property rights

Any **Claim** or **Defence Costs** for libel or slander or in Scotland defamation, or for passing off or breach of any copyright, patent or other intellectual property right.

34. Practice Owner

Any **Claim** or **Defence Costs** directly or indirectly caused by or in any way connected with **Your** activities as practice owner other than where **You** would otherwise be entitled to indemnity under this **Policy**.

DEFINITIONS

Headings and notes are for information purposes only and are not to be construed as part of this **Policy**.

The following words and phrases used in this **Policy** appearing in bold with their first letter in capitals, whether they are used in the plural or singular form, are deemed to have the meaning set out below:

1. Alleged negligence means:

Any alleged negligent act, error or omission by **You** or by any other person (including any agent, assistant, , technician, receptionist or other person fulfilling an administrative or clerical function) for whose actions and conduct **You** are vicariously liable by virtue of either their employment by **You** or because they were, at the material time, fulfilling an employee function for **You** in the provision of, or failure to provide, **Dental Professional Services** within the **Geographical Limits**.

2. Business means:

- a. The profession of a Registered Dental Nurse that is declared to **Us** and conducted solely from premises in the **Geographical Limits**;
- b. Training or supervision in connection with **Your** profession, as disclosed in the **Proposal Form**.

3. Circumstance means:

Information or facts or matters of which **You** are aware which may give rise to a **Claim** against **You** in respect of which **You** could become legally liable and which arises out of the exercise and conduct of **Your Business**.



4. **Claim** means:
A written demand for **Compensation** or damages (including claimants' costs and expenses) against **You**.
5. **Compensation** means:
All sums which **You** have a legal liability to pay as Compensation, including the claimants costs and expenses.
6. **Computer system** means:
Any computer, data processing equipment, media or part thereof, or system of data storage and retrieval, or communications system, network, protocol or part thereof, or storage device, microchip, integrated circuit, real-time clock system or similar device, or any computer software (including but not limited to application software, operating systems, runtime environments or compilers), firmware or microcode.
7. **Defence costs** means:
All costs, fees and expenses incurred with **Our** written consent in the defence or settlement of:
 - a. A **Claim**
 - b. Any disciplinary proceedings against **You** which arise out of **Alleged Negligence** in the provision of **Dental Professional Services** which is alleged to have caused **Injury** brought by the General Dental Council or an equivalent body which has the power to erase **Your** name from the register of those entitled to practice **Your** particular dental profession.
8. **Dental professional services** means:
 - a. Dental nursing, or other similar healthcare professional services or treatments, including the examination, diagnosis, prognosis, treatment or care of a patient delivered within the scope of **Your Business**; or
 - b. Any of **Good Samaritan Acts**.
9. **Excess** means:
The sum shown in the **Schedule** unless otherwise stated in this insurance and shall be the first amount of each **Claim** which is payable by **You**. Where, however, more than one **Claim** is made during the **Period of Insurance** which arises from the same original cause or single source or event then only a single **Excess** shall apply in respect of such **Claims**.
10. **Geographical Limits** means:
Anywhere in the United Kingdom, the Channel Islands and the Isle of Man but Worldwide in respect of **Good Samaritan Acts** only or as varied in the **Schedule**.
11. **Good Samaritans Acts** means:
Any unplanned first aid or emergency medical assistance provided by **You**.
Good Samaritans Acts does not include any first aid or emergency medical assistance provided by **You** in return for a fee where a fee would normally be expected to be paid.
12. **Injury** means:
Bodily injury, death, mental injury, disease, illness, wrongful arrest or false imprisonment of any patient.
13. **Limit of Indemnity** means:
The applicable **Limit of Indemnity** specified in the **Schedule** or any sub-limit stated in any clauses or endorsement to this **Policy**.
14. **Period of Insurance** means:



The period stated in the **Schedule**.

15. Policy means:

This Policy document, **Schedule** and any endorsements.

16. Pollution and Contamination means:

- a. All pollution or contamination of buildings or other structures or water or land or the atmosphere; and
- b. All loss or damage or **Injury** directly or indirectly caused by such pollution or contamination.

17. Products supplied means:

Any product or goods sold, used or supplied by or through **You** in the course of the **Your Business** (including containers, labelling instructions or packaging) after it has ceased to be in the custody or under the control of **You** or any employee.

18. Property means:

All material and tangible property.

19. Proposal Form means:

All information and all statements or declarations made to **Us**, or **Your** representatives by or on behalf of **You** whether written, electronic or oral.

20. Schedule means:

The document entitled Schedule that relates to this **Policy**.

21. We/Our/Us means:

The Underwriters named in the **Schedule**.

22. You/your means:

The individual named as the Insured in the **Schedule**