



Guidance for applications/renewing your membership: Important information

If you require any assistance with completing your application or renewal, please contact Member Services on **0800 561 9000** or email member.help@dentalprotection.org.

1. Membership application/renewal

Please note that applying for or renewing your membership indicates acceptance of the requirements below:

- Members undertake to keep Dental Protection informed of their current address, the nature, scope and extent of their professional practise, and any relevant details regarding their professional circumstances.
- Failure to notify us of a change of address, scope of practice or other details previously declared to us (including in relation to income and number of hours worked) could result in delay in providing or the suspension or withdrawal of the benefits of membership and/or the cancellation or termination of your membership.
- Members should understand that MPS is not an insurance company. The benefits of MPS membership are granted at the discretion of Council and are subject to the terms and conditions of the MPS Memorandum and Articles of Association, as amended from time to time.
- Payments are subject to verification and acceptance of a payment does not of itself confirm membership and/or entitlement to request benefits.
- You agree to the use of your personal data by MPS in accordance with the statement on page 5.

3. General Dental Council register

Member must be registered with the General Dental Council and/or the General Medical Council (for maxillofacial surgeons)

4. Change of circumstances

If you inform us about a change in circumstances that results in a lower subscription, a refund of up to one year's subscription overpayment may be available. We reserve the right to ask for evidence of income or the number of hours worked.

5. Information regarding subscriptions

All subscriptions for full membership allow members to ask for assistance with clinical negligence matters as well as the circumstances listed below in relation to professional conduct or competence. Subscriptions are reduced in areas of practice where NHS/crown indemnity from a third party or employer indemnity is in place for negligence claims. Named employed dental nurses and dental technicians in general/specialist practice can receive indemnity for clinical negligence only through their employer if their employer is a dental member but this does not include assistance for any of the circumstances below.

- Inquests
- Advice on complaints including assistance with any associated hearings
- Good Samaritan acts
- Help with reports of adverse incidents
- Part-time work in practice or private report writing
- Voluntary work outside main employment
- Investigations by any GDC Committee or Professional Standards Authority (PSA) referral.
- Assistance in relation to Care Quality Commission, NPSA, NCAS and similar agencies
- Criminal matters arising from dental activity, eg, manslaughter (culpable homicide), infection control breaches, assault or "consent" cases
- Defamation
- Internal disciplinary procedures (including Courts Martial).

6. Factors which determine subscription rates include:

- Number of years since graduation (Full rates apply in 5th and subsequent years following graduation)
- Whether you are in or have completed Foundation training
- Practice principal responsibilities
- Number of hours of clinical activity within general/specialist practice
- Number of hours carrying out defined cosmetic procedures, oral (dento-alveolar) surgery and/or maxillofacial procedures within general/specialist practice
- Implant Dentistry. Placement and restoration of dental implant (including bone augmentation but excluding sinus lifts or any bone augmentation involving the floor of the sinus, floor of the nose, or extra-oral bone harvesting, all of which are regarded as maxillofacial procedures).
- Whether you are in a formal training programme which involves carrying out relevant procedure(s) under the direct supervision of an experienced teacher/trainer who is independently recognised as being competent in the relevant field
- Number of hours of clinical activity within an employer indemnified position
- Number of hours of non-clinical activity
- Whether the majority of your involvement in dentistry occurs within Scotland or the rest of the UK
- Foundation trainer responsibilities
- Employment within a Dental Protection Xtra practice.

'Clinical activity' means the practice of dentistry involving any direct or indirect contact with, or treatment of, patients.

'Non-clinical activity' means the practice or business of dentistry, ie, any non clinical work undertaken in the capacity of being a registered dentist, including advisory/consultancy work, report writing and (including medicolegal reports) all activity' means the practice of dentistry involving any direct or indirect contact with, or treatment of, patients.

7. Number of years since graduation

Definition: The date of first registration (within or outside the UK, whichever occurred first) is assumed to be the time of graduation, unless documentary evidence is provided to demonstrate otherwise. 'Year after graduation' should be considered with reference to the date of joining or renewing membership (for example, a June 2011 graduate is in 2nd year if membership year begins in April 2013, but 3rd year, if it begins in September 2013).

8. Foundation Training

Definition: General Professional Training or Foundation Training carried out anywhere in the UK or Ireland. The right to request indemnity for any additional work carried out over and above a Foundation Training position is subject to additional conditions.

9. Practice principal responsibilities

Definition: any member in respect of whom any one (or more) of the following applies:

- a) Owns or operates as principal a dental practice or its clinical facilities, either personally or jointly with others.
- b) Is a Registered Provider (either personally or jointly with others) with Care Quality Commission (CQC or equivalent) or is a party to any such registration in any capacity.
- c) Employs or commissions services from staff, either personally or jointly with others.
- d) Contracts personally (i.e. in their own name or jointly with other people) with a PCT, LHB or similar NHS body or third party provider.

Includes:

- The right to request indemnity for clinical negligence claims made against employed registered dental nurses and/or registered dental technicians working within the practice. The right to request indemnity only relates to those registered dental nurses and/or registered dental technicians who have been notified to Dental Protection in advance.
- The right to request indemnity for clinical negligence claims made against non-dental and non-medical staff engaged or employed by the practice, acting under the supervision of the practice principal member or in accordance with established practice protocols.
- The right to request indemnity for a "small dental corporate" (being a dental practice incorporated as a private limited company with up to a maximum of 5 registered dental practitioners (including the directors) or other medically qualified staff, working no more than 37.5 hours a week each, where each owner and director is a Dental Protection member on the practice principal grade). Note that all clinicians employed or engaged by the small dental corporate (except employed dental nurses and/or dental technicians) must have their own separate indemnity arrangements in place. The right for a practice principal to request indemnity on behalf of a small dental corporate or otherwise does **not** extend to the clinical negligence, or any other liability incurred in respect of other dental practitioners or clinicians.

10. General/specialist practice

Definition: NHS or private practice including all practice settings where employer indemnity does not apply (see below):

Excludes:

- Oral (dento-alveolar) surgery or defined cosmetic procedures (excluding the neck) collectively over 10 hours a week on average (max 500 hrs/year) out of total clinical activity in general/specialist practice.
- All maxillofacial procedures within general/specialist practice.

11. Employer indemnified

Definitions: Where the member is contractually indemnified by a third party employer for negligence claims arising from any acts or omissions which occur within a contract of employment. NHS Indemnity and other forms of crown indemnity (eg, hospital, community service, defence forces) are examples of employer indemnified positions, as are some positions in industrial dentistry or universities/dental schools.

Includes:

Dental members working in an employer indemnified position can carry out up to 25 hrs/yr of participation in emergency dental sessions depending on their average total involvement in dentistry as part of contractually indemnified position.

12. Cosmetic and/or oral (dento-alveolar) surgical procedures

Definition:

Defined cosmetic procedures: The non-surgical use of injectable non-permanent cosmetic materials (such as botulinum toxin, dermal fillers) in any part of the face, but excluding the neck. If you undertake any of these procedures for defined cosmetic, please contact Member Services on 0113 561 9000, for guidance.

Oral (dento-alveolar) surgery: Surgery involving the intra-oral tissues, teeth and tooth carrying bones, ie, mandible and maxilla only. It includes procedures such as:

- Exodontia eg, wisdom teeth removal, apicectomies.
- Minor cyst removal from hard or soft tissue.

Excludes:

- Any procedure that does not satisfy the conditions outlined in the definition above.
- Maxillofacial procedures within general/specialist practice. Please refer to section 14 below.
- Oro-facial aesthetic procedures.

13. Oro-facial aesthetic procedures

Definition: Procedures which are carried out even in the absence of pathology, for the primary purpose of altering a patient's appearance. It might include the use of (for example) high energy wrinkle reduction techniques, botulinum toxin, dermal fillers, dermabrasion, laser treatments or chemical peels for cosmetic purposes on the face.

14. Maxillofacial procedures

Definition for Group 1:

All routine maxillofacial procedures including oral (dento-alveolar) surgical procedures, sinus lifts or bone augmentation procedures involving the floor of the nose or sinus, but excluding the Group 2 procedures.

Definition for Group 2:

- Extra oral procedures to face, head and neck including partial thyroidectomies.
- Open reduction of zygomatic complex fractures.
- Excision of maxilla.
- Hemimaxillectomy for malignancy.
- Osteotomies (maxilla and/or mandible).
- Prosthetic replacement of temporomandibular joints including arthroplasty.
- Reconstruction with axial and micro-vascular flaps.
- Neck surgery including block dissection of cervical lymph nodes.
- Surgical treatment of thyroid and parathyroid glands.
- Surgery involving the orbital complex.
- Rhinoplasty (other than immediate trauma aftercare).
- Facial cosmetic surgery (including face lifts, dermabrasion, otoplasty, blepharoplasty and liposuction).

Includes:

- Defined cosmetic procedures
- Oro-facial aesthetic procedures
- Group 1 procedures

Excludes:

- Any non-facial procedure including the neck

15. Foundation Trainer

- **Definition:** A dentist who is currently appointed and approved by the Deanery as a vocational/foundation trainer, scheme organiser or regional GPT/FT adviser.

16. Dental Protection Xtra practice programme

- **Definition:** A practice programme which rewards practices with a commitment to good practice and a team approach to risk management with lower subscriptions within certain categories and/or heavily discounted risk management resources.

Includes:

Full membership for all employer dental nurses and dental technicians working mostly or wholly within a Dental Protection Xtra practice.

For more details visit dentalprotection.org

17. Other categories of membership

Corporate dentistry

Whether a healthcare professional is working as a self-employed independent contractor or an employee of a dental business and indemnified for clinical negligence as a result, it is recommended that they hold personal indemnity in their own right to cover, for example, regulatory actions. Note that for the avoidance of doubt the Practice Principal grade does **not** provide indemnity for healthcare professionals other than dental nurses and technicians, as detailed above.

Dental Protection can provide bespoke membership arrangements for dental businesses which fall outside the definition of small dental corporate. Please contact us for further information.

Deferred membership

Free membership is offered to members who have stopped practising dentistry, either temporarily because you are on sabbatical or maternity leave, for example, or permanently because you have retired or changed your career. Holidays do not count. Please note that this membership status is only valid if you do not undertake any dental practice other than bona fide “good Samaritan acts”. We would be unable to help you with dentolegal problems arising from the conduct of normal clinical practice unless you were paying the appropriate subscription. If you do not practice yourself but continue to have practice principal responsibilities, then please contact Member Services on 0800 561 9000. Should you at some date resume practice, including further work on any dentolegal matter on which you were previously instructed, please notify us in advance so that you can request reinstatement and payment for full membership of MPS. Any request to return to membership following a break of more than 1 year would require completion and approval of a full application form. However, there is no automatic right to reinstate active membership and your request may be refused at our absolute discretion. If your break from clinical practice is more than 2 years, you will also be required to provide confirmation of CPD or refresher training undertaken in writing. Please contact us for further details.

Information in this leaflet was correct at the time of going to press. Updated information is available from our website or upon request.

Important – Your Personal Information and Data

At times we will ask you to provide us with data and personal information including when you apply for membership, your subscription is renewed, your scope of practice changes and if you seek and we provide assistance to you. In applying for membership and by continuing as a member you agree that (i) we may hold and process your personal data including sensitive personal data (as defined in the United Kingdom’s Data Protection Act 1998 (the Act)) which you provide to us or which we fairly obtain from another source for the purposes of processing your membership renewal, the administration and provision of membership services, providing you with the benefits of membership (including, but not limited to, advice, assistance and indemnity), underwriting, risk assessment, marketing, education, research and audit during your membership and for a reasonable period after your membership terminates or an application for membership renewal is rejected by us or withdrawn by you and (ii) we may share such data with third parties who may also hold and process the data for the same purposes. Under the Act you have the right to ask us for a copy of any of your personal data which we hold, for which we make a nominal charge.

You also agree that (i) we may seek information relevant to any purpose for which you have agreed we may hold personal data from other professional defence organisations, insurance companies, employers or other third parties regarding your professional practice and career history and that they may release to us such information and (ii) if you provide us with an email address or telephone number it may be used by us and third parties to contact you for any of the purposes for which you have agreed to allow us or them to hold or process your personal data.

Dental Protection Contact information

Member Operations
Victoria House
2 Victoria Place
Leeds LS11 5AE
United Kingdom

0800 561 9000 (Mon – Fri: 8.00am – 6.30pm)

Calls to Member Services may be recorded for monitoring and training purposes.

member.help@dentalprotection.org

dentalprotection.org

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