

MMI4U Fitness to Practise Dental Nurses & Allied Health



MMI4u.co.uk
MEDICAL MALPRACTICE INSURANCE SPECIALISTS

MMI4U Fitness to Practise

Dental Nurses & Allied Health

Please read this policy carefully and in full to familiarise yourself with the terms and conditions, as well as the:



Medicolegal and other helpline services



Consumer legal services website



Claims procedure.

If you are unsure about anything in this document please contact whoever you purchased your policy from.

Main benefits of MMI4U Fitness to Practise Dental Nurses & Allied Health

Protection for legal costs arising from:

- formal complaints and regulatory investigations
- professional disciplinary and fitness to practise hearings
- loss of registration
- representation for police investigations and prosecutions
- employment
- tax disputes
- loss of earnings.

Telephone helplines

24/7 Medicolegal advice

0330 175 7906

24/7 Consumer legal advice

0344 571 7978

UK tax advice, 9am to 5pm weekdays

0344 571 7978

Counselling assistance

0333 000 2082

Consumer legal services

www.araglegal.co.uk

Register on your first site visit using voucher code **AFE48BBE98B5**. Discover the law guide and download legal documents to help with consumer legal matters.

Many legal documents are free for you to download but some documents are subject to a modest fee.

Who is ARAG?

ARAG plc is part of the global ARAG Group, the largest family-owned enterprise in the German insurance industry. Founded in 1935, on the principle that every citizen should be able to assert their legal rights, ARAG now employs 4,000 people around the world and generates premium income of €1.8 billion.

Operating in the UK since 2006, ARAG plc provides a comprehensive suite of "before-the-event" and "after-the-event" legal insurance products and assistance solutions to protect both businesses and individuals.



Important information

Helplines

All helplines are subject to fair and reasonable use. The level of fair usage will depend on individual circumstances. However, if our advisors consider that your helpline usage is becoming excessive they will tell you. If following that warning, usage is not reduced to a more reasonable level, we can refuse to accept further calls.

Medicolegal advice 0330 175 7906

Specialist advice on all aspects of medical law, including clinical negligence claims, complaints procedures, GMC and NHS disciplinary procedures.

Legal and tax advice 0344 571 7978

If you have a legal or tax problem we recommend that you call our confidential legal and tax advice helpline. Legal advice is available 24 hours a day, 7 days a week, and tax advice is available between 9am and 5pm on weekdays (except bank holidays). The advice covers personal legal matters within EU law or personal tax matters within the UK. Your query will be dealt with by a qualified specialist who is experienced in handling legal and tax-related matters. Use of this service does not constitute reporting of a claim.

Counselling assistance 0333 000 2082

Our qualified counsellors will provide free confidential support and advice by phone to you and your family members who are suffering from emotional upset or feeling worried and anxious about a personal or work-related problem.

Consumer legal services

www.araglegal.co.uk

Getting started

Click on the "How our services work" button on the home page to take a two-minute tour of our Consumer legal services website. Learn more about what the website offers and how you can use it to save legal costs, for example you can get a free will. You will need to enter voucher code **AFE48BBE98B5** when you register to use the website. Once you have registered you can access the site at any time to create and securely store your legal documents.

More help?

You will find helpful guidance notes and pop-up examples as you build your documents and a review service is available for the most complex documents. Where it is available this service attracts a fee. You will need to order the review service before you start building your document if you require it. Click on the Contact button to seek technical support if you have problems using the website. Our digital support team cannot give you legal or insurance advice.

Important **information** (continued)

Claims procedure

Telling us about your claim

- 1) If **you** need to make a claim **you** must tell **us** as soon as possible.
- 2) If **you** instruct **your** own solicitor without telling **us**, **you** will have to pay for costs that are not covered by this policy.
- 3) **You** can download a claim form at **www.arag.co.uk/newclaims** or you can request one by telephoning **us** on **0117 917 1698** between 9am and 5pm Monday to Friday (except bank holidays).
- 4) **Your** completed claim form and supporting documentation can be sent to **us** by email, post or fax. Further details are set out in the claim form itself.

What happens next?

- 1) **We** will send **you** a written acknowledgment by the end of the next working day after the claim form is received.
- 2) Within five working days of receiving all the information needed to assess the availability of cover under the policy, **we** will write to **you** either:
 - a) confirming cover under the terms of **your** policy and advising **you** of the next steps to progress **your** claim; or
 - b) if the claim is not covered, explaining in full the reason why and advising whether **we** can assist in another way.
- 3) When an advisor is appointed they will try to resolve **your** dispute without delay, arranging mediation whenever appropriate.
- 4) **We** will check on the progress of **your** claim from time to time. Sometimes matters cannot always be resolved quickly particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

Important **information** (continued)

Privacy statement

This is a summary of how we collect, use, share and store personal information. To view our full privacy statement, please see our website

Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. We will hold and process this information in accordance with all relevant data protection regulations and legislation. Should we ask for personal or sensitive information, we undertake that it shall only be used in accordance with our privacy statement. We may also collect information for other parties such as suppliers we appoint to process the handling of a claim.

Using personal or sensitive information

The reason we collect personal or sensitive information is to fulfil our contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, we may need to share personal or sensitive information with other organisations. We will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to our full privacy statement for full details.

Keeping personal information

We shall not keep personal information for any longer than necessary.

Your rights

You have a number of rights in relation to how we hold personal data including; the right to a copy of the personal data we hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted.

For a full list of privacy rights and when we will not be able to delete personal data, please refer to our full privacy statement.

What happens if the insurer cannot meet its liabilities?

AmTrust Europe Limited is covered by the Financial Services Compensation Scheme (FSCS). The insured may be entitled to compensation of up to 90% of the cost of their claim in the unlikely event that the insurer cannot meet its obligations. Further information about compensation scheme arrangements is available at

www.fscs.org.uk

MMI4U Fitness to Practise **Dental Nurses & Allied Health**

This policy is evidence of the contract between **you** and the **insurer**. The policy and schedule shall be read together as one document.

Terms that appear in bold type have special meanings. Please read **Meaning of words & terms** for more information.

Your policy cover

Following an Insured event, the **insurer** will pay **legal costs & expenses** including the cost of appeals, up to £50,000 (or as otherwise specified in the policy) for all claims related by time or originating cause subject to all of the following requirements being met.

- 1) **You** have paid the insurance premium.
- 2) **You** keep to the terms of this policy and cooperate fully with **us**.
- 3) Unless otherwise stated in this policy, the Insured event arises
 - a) in connection with **your** profession
 - b) from a "good Samaritan act", where **you** have provided immediate medical assistance in response to an unexpected event which has caused injury to another party, outside of **your** working hours and occurs within the UK, Isle of Man or Channel Islands.
- 4) The claim
 - a) always has **reasonable prospects of success** and
 - b) is reported to **us**
 - i) during the **period of insurance**; or
 - ii) on termination of this insurance, within 12 months from the expiry date of operative cover provided that
 - i) for ii) above,
 - equivalent cover has not been arranged with an alternative **insurer**, and
 - the decision to terminate this policy results from **your** complete retirement from **your** profession due to ill health or disability and
 - ii) in all cases **you** notify **us** of **your** claim as soon as **you** first become aware of circumstances which could give rise to a claim.
- 5) Unless there is a conflict of interest, **you** must agree to use the **appointed advisor** chosen by **us** before proceedings have been or need to be issued.
- 6) Any dispute will be dealt with through mediation or by a court, tribunal or regulatory authority.

We consider that a claim has been reported to **us** when **we** have received **your** fully completed claim form.

Insured events covered

1 Regulatory protection

a) Responding to an official complaint

You receive formal notice from **your** regulatory body that a complaint has been brought against **you**

- i) that raises questions about **your** fitness to practise and,
- ii) requires **you** to formally respond.

b) Regulatory investigations

Following a claim that **we** have accepted under Insured event 1a) above; **you** receive notice from **your** professional regulatory body that they will investigate **your** conduct, performance or suitability to practise.

c) Disciplinary and fitness to practise hearings

You receive notification from **your** regulatory body that **you** are required to attend a fitness to practise or similar disciplinary hearing.

d) Regulatory appeals/loss of registration

We will appeal against

- i) a finding that **your** fitness to practise has been impaired, or
 - ii) any other adverse finding or penalty imposed by **your** regulatory body,
 - iii) a decision by **your** regulatory body to suspend, impose restrictions on or terminate **your** professional registration
- provided that **you** have suitable grounds on which to bring an appeal.

What is not covered under Insured event 1

- a) Costs incurred in excess of £1,000 for all complaints brought by or on behalf of the same patient.
- b) A routine inspection by a regulatory authority.

2 Legal defence

a) Criminal investigations

A criminal investigation and/or enquiry by:

- i) the police or
- ii) other body with the power to prosecute where it is suspected that **you** have committed an offence
- i) in the course of **your** professional practise or
- ii) in **your** personal capacity that may impair **your** fitness to practise
- iii) involving **your** use of a motor vehicle.

b) Criminal prosecution defence

Following an investigation or enquiry described in a) above for which **we** have provided representation for **you**, **you** are charged with a criminal offence and receive notice of prosecution.

What is not covered under Insured event 2

- a) Any claim relating to a parking offence.
- b) Any claim relating to a parking offence.

Insured **events covered** (continued)

3 Employment

A dispute with the insured's current, former or a prospective employer relating to their contract of employment or related legal rights.

You can claim under the policy as soon as internal procedures as set out in the

- a) ACAS Code of Practice for Disciplinary and Grievance Procedures, or
- b) Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland

have been or ought to have been concluded.

The insured is required to cooperate fully with ACAS regarding mediation and not do anything that hinders a successful outcome.

What is not covered under Insured event 3

Any claim arising from or relating to:

- 1) a dispute arising solely from personal injury
- 2) defending the insured other than defending an appeal
- 3) costs the insured incurs to prepare for an internal disciplinary hearing, grievance or appeal
- 4) an insured's employer's or ex-employer's pension scheme
- 5) a compromise or settlement agreement between the insured and their employer unless such agreement arises from an ongoing claim under the policy.

4 Loss of earnings

Your absence from work to attend

- a) mediation, court or tribunal,
- b) a fitness to practise, regulatory or other official investigation or professional disciplinary hearing at the request of the **appointed advisor** or
- c) jury service which results in loss of earnings.

What is not covered under Insured event 4

- a) Costs incurred in excess of £1,000.
- b) Any claim where a party that engages or employs **you** agrees to repay **your** salary or when **you** can recover lost salary from the court, tribunal or other party to a dispute.

5 Tax disputes

A formally notified enquiry into **your** tax affairs provided that all returns are complete and have been submitted within the legal timescales permitted.

What is not covered under Insured event 5

Any claim arising from or relating to;

- a) tax returns which are submitted late or for any other reason, result in HMRC imposing a penalty, or which contain careless and/or deliberate misstatements or omissions
- b) an investigation by the Fraud Investigation Service of HMRC
- c) circumstances where the Disclosure of Tax Avoidance Scheme regulations apply or should apply to **your** financial arrangements
- d) any enquiry that concerns assets, monies or wealth outside of the United Kingdom.

What is **not covered** by this policy (applicable to the whole policy)

You are not covered for any claim arising from or relating to:

- 1 costs incurred without **our** consent
- 2 any actual alleged or historic act omission or dispute; happening before or allegedly happening before, or existing at the start of the insurance provided by this policy, and which **you** knew or should have known could lead to a claim
- 3 an allegation against **you** involving:
 - a) illegal immigration
 - b) money laundering or bribery offences, breaches of international sanctions, fraud, financial crime, or any other financial crime activities
- 4 patents, copyrights, registered designs and confidential information
- 5 a franchise agreement or an agency agreement through which one party has the legal capacity to alter the legal relations of the other
- 6 a judicial review
- 7 a dispute with **us**, the **insurer** or the party who arranged this cover not dealt with under Condition 6

What is **not covered** by this policy (applicable to the whole policy) (continued)

- 8
 - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - b) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
 - c) war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
 - d) pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed
 - e) any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, funding, preventing or suppressing terrorist action.
- 9 The payment of fines, penalties, costs awarded by a court of criminal jurisdiction or compensation awarded against **you**.

Policy **conditions**

Where the **insurer's** risk is affected by **your** failure to keep to these conditions the **insurer** can refuse a claim or withdraw from an ongoing claim. The **insurer** also reserves the right to claim back **legal costs & expenses** from **you** if this happens.

1 Your responsibilities

You must:

- a) tell **us** immediately of anything that may make it more costly or difficult for the **appointed advisor** to resolve any claim in **your** favour
- b) cooperate fully with **us**, give the **appointed advisor** any instructions **we** require, and keep them updated with progress of the claim and not hinder them
- c) take reasonable steps to claim back **legal costs & expenses** and, where recovered, pay them to the **insurer**
- d) allow the **insurer** at any time to take over and conduct any claim in **your** name.

2 Freedom to choose an appointed advisor

- a) In certain circumstances as set out in 2b) below **you** may choose an **appointed advisor**. In all other cases, no such right exists and **we** shall choose the **appointed advisor**.
- b) If:
 - i) a suitably qualified advisor considers that it has become necessary to issue proceedings or proceedings are issued against **you**, or
 - ii) there is a conflict of interest **you** may choose a qualified **appointed advisor**.
- c) Where **you** wish to exercise the right to choose, **you** must write to **us** with **your** preferred representative's contact details.
- d) Where **you** choose to use **your** preferred representative, the **insurer** will not pay more than **we** agree to pay a solicitor from **our** panel and will pay only the costs that the **insurer** would have been liable to pay. (**Our** panel solicitor firms are chosen with care and **we** agree special terms with them, including rates which may be lower than those available from other firms).
- e) If **you** dismiss the **appointed advisor** without good reason, or withdraw from the claim without **our** written agreement, or if the **appointed advisor** refuses with good reason to continue acting for **you**, the **insurer's** liability in respect of that claim will end immediately.
- f) In respect of pursuing a claim relating to Insured event 3 Employment **you** must enter into a **conditional fee agreement** (unless the **appointed advisor** has entered into a **collective conditional fee agreement**) where legally permitted.

3 Consent

You must agree to **us** having sight of the **appointed advisor's** file relating to **your** claim. **You** are considered to have provided consent to **us** or **our** appointed agent to have sight of their file for auditing and quality and cost control purposes.

4 Settlement

- a) The **insurer** can settle the claim by paying its reasonable value.
- b) **You** must not negotiate or settle the claim without **our** written agreement.
- c) If **you** refuse to settle the claim following advice to do so from the **appointed advisor**, the **insurer** reserves the right to refuse to pay further costs.

Policy **conditions** (continued)

5 Barrister's opinion

We may require **you** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of **your** claim. If the opinion supports **you**, the **insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **us**, then the **insurer** will pay for a final opinion which shall be binding on **you** and **us**. This does not affect **your** right under Condition 6 below.

6 Arbitration

If any dispute between **you** and **us** arises from this policy, **you** can make a complaint to **us** as described on the back page of this policy and **we** will try to resolve the matter. If **we** are unable to satisfy **your** concerns and the matter can be dealt with by the Financial Ombudsman Service, **you** can ask them to arbitrate over the complaint. If the dispute cannot be dealt with by the Financial Ombudsman Service, it can be referred for independent arbitration to a qualified person agreed upon by both parties. The loser of the dispute shall be liable to pay the costs incurred. If **we** and **you** fail to agree on a suitable person to arbitrate the matter, **we** will ask the President of the relevant Law Society to nominate. The arbitration shall be subject to the Arbitration Acts and the arbitrator's decision shall be binding on the parties.

7 Other insurance

The **insurer** will not pay more than their fair share (rateable proportion) for any claim covered by another policy, or any claim that would have been covered by any other policy if this policy did not exist.

8 Fraudulent claims and claims tainted by dishonesty

- a) If **you** make any claim which is fraudulent or false, the policy shall immediately become void and all benefit under it will be lost.
- b) **You** shall at all times be entirely truthful and open in any evidence, disclosure or statement **you** give and shall act with complete honesty and integrity throughout. Where, on the balance of probabilities and having considered carefully all the facts of any claim, it appears to the **appointed advisor** that **you** have breached this condition and that the breach has:
 - i) affected **our** assessment of **reasonable prospects of success**, and/or
 - ii) prejudiced in any part the outcome of **your** claim the **insurer** shall have no liability for **legal costs & expenses** incurred from the date of **your** breach.

9 Cancellation

- a) **You** may cancel the policy, or where **you** are part of a group within a practice for whom this insurance has been arranged, **you** may cancel **your** inclusion in the insured group:
 - i) within 14 days of the date of its purchase with a full refund of premium paid provided that a claim has not been accepted; or
 - ii) at any other time by giving **us** at least 21 days written notice and the **insurer** will refund the premium for the time remaining of the **period of insurance** unless a claim has been or is later accepted by **us** in which case no refund of premium shall be allowed.
- b) Where there is a valid reason for doing so, the **insurer** has the right to cancel the policy at any time by giving **you** at least 21 days written notice. The **insurer** will refund the premium for the time remaining of the **period of insurance**. **We** will set out the reason for cancellation in writing. Valid reasons may include but are not limited to:
 - i) where **you** fail to cooperate with or provide information to **us** or the **appointed advisor** in a way that materially affects **our** ability to process a claim, or **our** ability to defend the **insurer's** interests,
 - ii) where **you** use threatening or abusive behaviour or language, or intimidate or bully **our** staff or suppliers,
 - iii) where **we** have evidence that **you** have committed a fraudulent act
- c) The **insurer** may also cancel the policy and refund the premium for the remaining **period of insurance** if at any time **you**:
 - i) enter into a voluntary arrangement or a deed of arrangement or
 - ii) become bankrupt, are placed into administration, receivership or liquidation or
 - iii) have **your** affairs or property in the care or control of a receiver or administrator.

10 Acts of parliament, statutory instruments, civil procedure rules & jurisdiction

All legal instruments, bodies and rules referred to within this policy shall include the equivalent in Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement. This policy will be governed by English law.

11 Contracts (Rights of Third Parties) Act 1999

A person who is not insured by this contract has no right to enforce the terms and conditions of this policy under the Contracts (Rights of Third Parties) Act 1999.

Meaning of words & terms

Certain words and terms contained in this policy have been defined as they have the same meaning wherever they appear.

Appointed advisor

- 1 The solicitor, or other advisor (who is not a mediator), appointed by **us** to act on **your** behalf.
- 2 The mediator appointed by **us** to provide impartial dispute resolution in relation to a claim accepted by **us**.

Collective conditional fee agreement

A legally enforceable agreement entered into on a common basis between the **appointed advisor** and **us** to pay their professional fees on the basis of either

- 1 100% "no-win no-fee" or
- 2 where discounted, that a discounted fee is payable.

Conditional fee agreement

A legally enforceable agreement between **you** and the **appointed advisor** for paying their professional fees on the basis of either

- 1 100% "no-win no-fee" or
- 2 where discounted, that a discounted fee is payable.

Insurer

AmTrust Europe Limited.

Legal costs & expenses

- 1 Reasonable legal costs and disbursements reasonably and proportionately incurred by the **appointed advisor** on the standard basis and agreed in advance by **us**. The term "standard basis" can be found within the Courts' Civil Procedure Rules Part 44.2.
- 2 In civil claims, other side's costs, fees and disbursements where **you** have been ordered to pay them or **you** pay them with **our** agreement.
- 3 Reasonable accountancy fees reasonably incurred under Insured event 5 Tax disputes by the **appointed advisor** and agreed by **us** in advance.
- 4 **Your** basic wages or salary paid or drawn as remuneration from **your** practice under Insured event 4 Loss of earnings while attending court or tribunal at the request of the **appointed advisor** or whilst on jury service;

Period of insurance

The period shown in the schedule to which this policy attaches. (The **period of insurance** shall otherwise expire on earlier cancellation of this policy).

Reasonable prospects of success

- 1 Where **you**
 - a) admit a regulatory breach or plead guilty to criminal charges, a greater than 50% chance of reducing any penalty, sentence or fine or
 - b) refute a complaint that has been made to a regulatory body or plead not guilty to criminal charges; a 50% chance or more that **your** rebuttal of the complaint or plea to the court being accepted.
- 2 For an appeal, a greater than 50% chance that **your** appeal will be successful.

Where it has been determined that **reasonable prospects of success** do not exist, **you** will be liable to pay any legal costs incurred should **you** defend **your** claim irrespective of the outcome.

We/Us/Our

ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the **insurer**, AmTrust Europe Limited.

You/Your

The healthcare professional

Signed by



Managing Director
ARAG plc

How we handle complaints

Step 1

ARAG is committed to providing a first class service at all times. However, if a complaint arises, this should be addressed to our Customer Relations Department who will arrange to have it reviewed at the appropriate level. We can be reached in the following ways:



0117 917 1561 (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays. For our mutual protection and training purposes, calls may be recorded).



customerrelations@arag.co.uk



ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN.

Step 2

If we are not able to resolve the complaint to your satisfaction, then you can refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction. From 1 April 2019 the FOS will normally deal with complaints from small business with an annual turnover of less than £6.5million and which either; have up to 50 employees, or a balance sheet threshold of £5million.



0800 023 4567 or 0300 1239 123



complaint.info@financial-ombudsman.org.uk



Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at www.financial-ombudsman.org.uk

The FOS's decision is binding upon the insurer, but you are free to reject it without affecting your legal rights.

You can read more about our complaints procedure on our website:

<https://www.arag.co.uk/contact/making-a-complaint>