Policy on the provision of financial assistance

July 2016

This document sets out the Association’s policy in relation to the provision of financial assistance with legal proceedings to members with Expert tier membership. This policy does not confer any rights upon members of the Association and financial assistance will be provided at the absolute discretion of the BDA in line with the terms of this policy and the Association’s Terms and Conditions of Membership, Membership Definitions and associated documents, which can be found at www.bda.org/tsandcs

Interpretation

“association” the British Dental Association and any references to “we” and “us” and “our” shall be construed accordingly

“member” a member of the British Dental Association and any references to “members” and “membership” shall be construed accordingly

“legal proceedings” the institution of a sequence of steps by which legal judgments are invoked

General

1. We will consider applications for financial assistance with legal proceedings from members of the Association, subject to the remainder of this policy and to the acceptance and agreement of any specific terms and conditions set by the Association, including but not limited to, the amount of financial assistance to be provided and the period of time it will be available.

2. Financial assistance will only be provided where the Association concludes, at its absolute discretion, that it is in the best interests of the Association, its membership or the wider dental profession.

3. Financial assistance will only be provided to members in the Expert tier of membership. Members not in the Expert tier of membership may apply for financial assistance but will be required to upgrade their membership to the Expert tier before their application will be considered.
4. We will not normally provide financial assistance to members in relation to matters which pre-date their current membership of the Association. A matter will be deemed to pre-date current membership if the person was not a member of the Association (in any tier) at the time the subject matter of the legal proceeding first came to their attention. Whether a matter pre-dates current membership shall be determined by the Association at its absolute discretion. Financial assistance with matters deemed to pre-date current membership will only be provided where the Association determines, at its absolute discretion, that it is in the best interests of the Association, its membership or the wider dental profession.

5. Where the provision of financial assistance is agreed the Association reserves the right to insist, at any time and at its absolute discretion, on the legal proceedings being conducted in a particular way or by specified solicitors or counsel.

6. Where the provision of financial assistance is agreed the Expert member will notify the Association immediately in the event that agreement for financial assistance is provided by any other additional source. In the event that financial assistance is provided by any other additional source the Association, at its absolute discretion, reserves the right to reduce or withdraw the provision of financial assistance.

**Member responsibilities**

7. We will only consider applications for financial assistance where there is agreement by the Expert member to:

   - provide the Association with all relevant personal financial information regarding the Expert member or their company as deemed necessary by the Association; and
   - inform the Association about any external sources of funding relating to the legal proceedings; and
   - maintain confidentiality about the financial assistance offered by the Association; and
   - provide consent for the Association to publish at its full discretion communications about its financial support, including reference to details about the legal proceedings and its progress or outcome, but without specific reference to the Expert member or their company without prior consent; and
   - provide the Association with regular updates on the progress of the legal proceedings; and
   - provide consent for their solicitor and/or counsel to provide updates and documentation relevant to the proceedings to the Association on request; and
   - receive the approval of the Association before changes to the conduct of the legal proceedings are made; and
   - comply with such other terms and conditions as required by the BDA's Principal Executive Committee at its absolute discretion.
Withdrawal of agreement to provide financial assistance

8. The Association has the right to withdraw the provision of financial assistance at any time, in the event that:

- the Association concludes, at its absolute discretion, that the conduct or nature of the legal proceedings are or become contrary to the interests of the Association, its membership or the wider dental profession, or an individual member or members of the Association; or
- the Expert member withdraws from Expert membership of the Association; or
- the Expert member fails to comply with the terms of this policy or the requirements of any specific agreement reached between them and the Association; or
- the Expert member receives agreement for the legal proceedings to be funded by means other than those made known to the Association on application; and
- any other legal proceeding is initiated or concluded which, in the opinion of the Association and at its absolute discretion, adversely affects the outcome of the case; or
- any circumstances arise that, in the opinion of the Association and at its absolute discretion, adversely affect the prospects of success of the case; or
- the Expert member elects to make any associated claim or counterclaim against another dentist who is a member of the Association; or
- the Association does not receive timely communications or information and documentation from the Expert member when requested.

Complaints

9. Any member who is not entirely satisfied with the Association's response to an application for financial assistance is encouraged to contact us. A copy of our complaints policy is available here, by contacting Advisory Services, British Dental Association, 64 Wimpole Street, London W1G 8YS or by calling 020 7935 0875.