



Dentists' Professional Liability Insurance

Policy summary



Indemnity

Lloyd &
Whyte

Dentists' Professional Liability Insurance

Policy Summary

Your policy is an annually renewable insurance underwritten by Royal & Sun Alliance Insurance Ltd. The information below provides a summary of the cover provided and purchased via the British Dental Association and Lloyd and Whyte. For full terms and conditions of the cover, please refer to the policy document. An electronic copy of the Policy Wording is available to download at www.bda.org/indemnity/policy.

The Policy automatically provides the following covers:

- Professional Public/Products Liability Insurance
- Legal Expenses Insurance

Your Policy

Full details of the cover provided, including the Limits of Liability, will be shown in your Policy Schedule.

The following tables provide a summary of the main policy features and benefits and any significant exclusions and limitations.

For full policy details and our full terms and conditions please read your Statement of Fact and Policy Wording, which will be provided on completion of your contract, or at any time on request.

Other Important Information

The Other Important Information section of this Policy Summary explains the following:

- Law and language applicable to the policy
- Financial or Trade Sanctions
- Our complaints procedure
- Financial Services Compensation Scheme

Table 1 Standard Features and Benefits

The following will be included in your policy according to the cover you have selected detailed in the Policy Schedule.

This summary is not exhaustive. Some specific causes of Injury, Damage or investigations will be excluded, and some cover will be subject to specific limits. These will be detailed in your Policy Schedule and Policy Wording.

| Liability Insurance The Limits of Indemnity applicable are shown in the Policy Schedule. | |
|---|---|
| <p>Professional Public/Products Liability: This is an occurrence based cover and arising out of the provision of dental services only and the following covers will apply:</p> <ul style="list-style-type: none"> • Legal liability for injury to any person. • Legal Liability in respect of accidental loss or damage to another persons' property. • Including costs of legal representation at any hearing or proceedings arising out of alleged breach of a duty of care that resulted in injury. • Includes injury caused by libel or slander | <ul style="list-style-type: none"> • Cover excludes any legal liability in connection with <ul style="list-style-type: none"> - Treatment involving oral and maxillofacial surgery requiring registration with the General Medical Council - Work undertaken outside General Dental Council registration parameters - Events occurring prior to the inception of the policy - Employers Liability - Fines or Penalties |
| Legal Expenses Professional Inquiries and Investigations Insurance The Limits of Indemnity applicable are shown in the Policy Schedule. | |
| <p>This is an occurrence based cover.</p> <p>Costs incurred in defending the legal rights of the Policyholder as a result of legal proceedings relating to:</p> <ul style="list-style-type: none"> • Defence of Professional Investigations and Inquiries Defence of actions brought against the Policyholder. • Taxation Accountancy and legal costs involved in representing the Policyholder in HM Revenue and Customs investigations. | <p>Cover will exclude</p> <ul style="list-style-type: none"> - Costs incurred without our prior consent - Events occurring prior to inception - Fines and penalties |

Table 2 General Conditions and Exclusions

The following apply to the policy as a whole regardless of the specific cover the Policyholder has selected. For full details of these and other exclusions and limits please read the Policy Wording/Schedule.

OTHER CONDITIONS & EXCLUSIONS

- If there are any changes the Policyholder should inform the Company immediately.
- War is excluded.
- Radioactive Contamination is excluded.
- Further conditions and exclusions may be applied under each individual Insurance section within the Policy Wording and/or shown on the Schedule.
- The Policyholder must at their own expense take all reasonable steps to prevent or minimise any Damage or any Injury to persons.

LIMITS

- Any Policyholder's Contribution applicable to the policy are detailed in the Policy Schedule. This amount must be paid in the event of each and every claim.
- Limits may apply to the Policy, please refer to the Policy Wording and Policy Schedule for details.

Other Important Information

Law applicable to the Policy

Both the Policyholder and the Company may choose the law which applies to this contract. However, unless the Policyholder and the Company agree otherwise, the law which applies is the law applicable in the part of the United Kingdom, Channel Islands or the Isle of Man in which the Policyholder is based. Full details will be provided in the policy documentation.

Financial or Trade Sanctions

Royal & Sun Alliance Insurance Ltd is unable to provide insurance in circumstances where to do so would be in breach of any financial or trade sanctions imposed by the United Nations or any government, governmental or judicial body or regulatory agency. Full details will be provided in the policy documentation.

Complaints

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.

If you have cause for complaint you should initially contact the person who arranged the policy for you or the manager of RSA at the address shown on your quotation or schedule, as appropriate. In the unlikely event that they are unable to resolve your concerns, your complaint will be referred to our Customer Relations Team who will arrange for an investigation on behalf of our Chief Executive.

RSA
Customer Relations Team
PO Box 255
Wymondham
NR18 8DP

Legal Expenses Insurance is provided by Temple Legal Protection and Complaints should be directed to the following address

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

Compensation

Royal & Sun Alliance Insurance Ltd is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies.

The Policyholder may be entitled to compensation if the Company cannot meet our obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

The scheme is underwritten by Royal & Sun Alliance Insurance Ltd 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).
British Dental Association – Registered office - 64 Wimpole Street, London W1G 8YS. Limited by guarantee (14161) England.
Lloyd & Whyte Ltd - Registered office - Affinity House, Bindon Road, Taunton, Somerset TA2 6AA (03686765) England.

Royal & Sun Alliance Insurance Ltd (No. 93792).
Registered in England and Wales at St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL.
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.