



ALLMEDPRO

Important Notices

Protecting you & your reputation

The difference between Claims Made & Claims Occurrence

A malpractice claim could occur at any time. Knowing that you are protected under your insurance policy helps reduce the stress of any lawsuit. It is very important that you understand the difference between a claims-made and claims-occurrence policy.

When choosing your medical or dental indemnity insurance, it's crucial to understand what is included. Lower premiums might seem desirable, but is it really the right policy for you? Are you protected to the level that you want to be and there are any longer-term obligations?

Claims Made

Usually insurers will offer this type of cover and it does present the lowest premiums. You will be covered for any incidents that take place during the period that your policy is active, providing that any claim arising occurs during the currency of this policy. In other words, you are only protected for the period that the policy is active. However, what happens if a claim is made against you after your policy end date?

The All Med Pro policy provides an extended notification period which will provide protection for retrospective claims made after your policy expires but only in the event of retirement, death, maternity/paternity and adherence to the policy conditions.

In order to maintain the cover provided by a claims made policy the cover needs to be renewed each year, both to cover ongoing treatments and also to provide cover for new claims that might come in for treatments carried out in previous policy.

Claims Occurrence

This type of policy covers you for any claim for an incident or treatment that occurs during your insurance policy term. This means that even if a claim is made against you several years after the policy has ended, you are still covered – even during long-term sickness, a career break or following retirement. The extra peace of mind that you will have support no matter where you are in your career is valued by dental practitioners. It also avoids the need to take out run-off cover upon ceasing to practice, for retirement etc.

Premium Payment Condition

It is a condition under this policy that insurers are paid the premium in full within 60 days of inception. Where premium finance is taken out, the finance provider (Close Premium Finance) pays us the premium following the successful collection of the first two direct debit instalments. Should a default occur within these first two instalments, payment of the premium by the finance provider will be delayed until two successful instalments have been collected. If we are unable to meet the insurers' premium payment deadline, they have the right to cancel the policy from inception.

If you opt to take out premium finance, you must ensure all requested documentation required to set up the finance agreement is returned within seven days. A delay in returning such documentation defers the processing of the finance agreement and as such, payment of the premium to insurers. These delays may mean we are required to request a same day CHAPS payment from both the finance provider and our own bank to ensure the insurer is paid on time. This may result in additional charges of up to £100.00 being added to your account to cover the cost of these charges.

Vicarious Cover (Practice Owner)

When a patient makes a claim, it is increasingly likely that they may also pursue a company (or owners), as well as an individual dentist. The company is a legal entity and could face legal action itself. You will also find that NHS contracts may require such cover to be in place. You therefore need to ensure that your business has indemnity cover in place that is separate to the covers in place for each dental practitioner. This is also known as vicarious liability, entity cover, corporate indemnity, corporate medical malpractice or contingent liability. This quotation does not include vicarious cover. Please call our team on **0203 757 6950** and they will be able to provide you with this cover.

Claims Notifications

In the event of a claim you must notify us within 30 days of first becoming aware of any complaint, incident or enquiry that may give rise to a claim. If you are unsure whether a complaint may lead to a claim, you should always notify us anyway. Failure to report incidents within the 30-day reporting period may lead to a claim being refused. This means you will become liable for all legal costs and compensation costs that may be awarded against you by the courts.