Dental Malpractice Survival Kit
from MedPro
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Dental Specialty Advisory Board

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Welcome to the Big Leagues.

Congratulations, you’ve made it. Now it’s time to start your career. It’s also time to consider malpractice insurance.

That’s why MedPro developed this Dental Malpractice Survival Kit. It gives you everything you need to make an informed decision about malpractice insurance, including a guide to choosing a carrier, instructions on how to obtain insurance, an explanation of policy types and helpful risk management tips.

We’ve also included information about MedPro and what makes us the industry leader in dental malpractice insurance.

If you have any questions about the enclosed information, please contact your MedPro representative. Our goal is to help you make an informed decision, and to help make the selection process easy.

Let’s get started.
Malpractice 101
Malpractice 101
From childhood, Stacy had known that she wanted to be a dentist.

She worked hard to achieve this dream and graduated with honors from dental school. Everyone agreed she was one of the best and brightest students. After graduation, Stacy had three job offers and her whole life ahead of her. Stacy joined a prestigious practice and was successful in a short period of time. She married, bought a house, and was thoroughly enjoying life.

Three years later, Stacy received notice that a lawsuit was being filed against her for services she had provided during her first year of practice. Her psyche and confidence were shaken, and she was unsure of how to proceed.

Unfortunately, Stacy had never taken the time to read her malpractice insurance policy in any detail. She really hadn’t understood many of the terms, such as “Claims-made coverage,” “policy limits,” and “consent to settle.” As many young dentists do, Stacy had allowed someone else – her former office manager – to select her malpractice insurance. Now she had no way of knowing whether or not this decision left her with sufficient coverage or quality claims defense necessary to protect her during the case.

This scenario is not uncommon. A recent MedPro study indicates that 64% of all first-time dental malpractice insurance buyers allow others to either recommend or decide from which malpractice insurance company they should purchase their insurance.¹

New-to-practice dentists may be poorly informed about insurance issues; as a result, they may feel more comfortable leaving such an important decision in the hands of others. However, some later regret the choice in malpractice companies or insurance policies — usually at the time a claim is made or when the insurance company exits the market.

This handbook will outline the critical factors to consider when choosing malpractice insurance. It will also introduce you to MedPro and our expertise in professional liability coverage (malpractice insurance).

64% of all first-time dental malpractice insurance buyers allow others to either recommend or decide from which malpractice insurance company they should purchase their insurance.¹

¹ MedPro internal dental malpractice data, 2013
In more basic terms, dental malpractice refers to a deviation from the standard of care that results in patient injury or death due to negligent treatment or failure to diagnose and/or treat. If it can be proved that a dentist acted negligently to cause a patient injury, the patient may be able to recover damages through the civil litigation process to compensate for his or her harm.

“Malpractice is a dereliction of professional duty or failure to exercise an ordinary degree of professional skill or learning by one rendering professional services which results in injury, loss, or damage.”

as defined by Merriam-Webster
Quiz

How many dentists are named in a malpractice lawsuit each year? 

a) 1,500  
b) 3,000  
c) 8,500  
d) 10,000

What is the approximate average payout in dental malpractice cases? 

a) $10,000  
b) $35,000  
c) $50,000  
d) $68,000

Did you know? 
Each year, about 8,500 of your future colleagues are named as defendants in malpractice lawsuits.

WHAT IS MALPRACTICE INSURANCE? 
A malpractice (professional liability) insurance policy typically provides for both defense costs when a malpractice case is brought forward and indemnification for any damages deemed payable to the plaintiff.

WHY DO I NEED MALPRACTICE INSURANCE? 
Many dentists who have not been involved in a lawsuit think, “This won’t happen to me,” or “Only bad dentists get sued.” Unfortunately, each year, about 8,500 of your future colleagues are named as defendants in malpractice lawsuits. Although the likelihood of being involved in a lawsuit can increase or decrease based on practice location, the type of practice, and the procedures you perform, this averages to approximately one claim in a typical dentist’s career.

The National Practitioner Data Bank (NPDB) indicates that the average dental malpractice payout is about $68,000. This number is limited to the actual indemnity payment to a plaintiff; it does not include defense costs, which can be greater than that same amount when defending a claim in a malpractice trial.

A lawsuit is not necessarily the tool that measures “good” or “bad” dentistry, but the end result of a malpractice claim can be traumatic, time-consuming, and expensive — regardless of the final verdict.

2 Estimated based on the number of reported claims to the NPDB.
**Understanding Policy Types**

When it comes to malpractice insurance, you have two different coverage options: Occurrence or Claims-made.

The major difference between the two types of coverage is whether coverage is triggered based on when an incident occurs or when an actual claim is filed.

**Occurrence Coverage**

Occurrence coverage is triggered the moment dental treatment occurs, regardless of when an eventual claim is filed.

**EXAMPLE**

If a claim is filed in 2015 based on treatment rendered in 2013, the 2013 Occurrence policy responds.

**Benefits of Occurrence Coverage**

- Coverage is provided for treatment rendered while the policy is in effect regardless of when the policy period is over.
- A separate set of policy limits is available every year you have Occurrence coverage. This means policy limits stay in place year after year, even after the end of the policy period.
- There is no reason to purchase “tail coverage” (see next page).
- When factoring the cost of tail coverage, Occurrence policies are often less expensive than Claims-made policies.
**Claims-made Coverage**

Claims-made coverage is triggered when the claim is filed. This means that a policy must be in effect when the claim is filed.

**EXAMPLE**

If a claim is filed in 2015 based on treatment rendered in 2013, the 2015 Claims-made policy will respond as long as the treatment occurred after the policy’s retroactive date.

**Benefits of Claims-made Coverage**

- Initially, Claims-made policies are less expensive than Occurrence policies.

**TAIL COVERAGE?**

Because Claims-made coverage is triggered when a claim is filed, these policies do not cover claims filed after the termination or cancellation of the policy. To extend coverage after termination or cancellation of a Claims-made policy, you will need to secure an extended reporting endorsement (called tail coverage) or your new insurance company must cover your prior acts.

Many dentists who purchase Claims-made coverage assume that they will someday qualify for free tail coverage. However, each year more than 50% of tail coverage that is issued at MedPro is purchased, not free.³

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**fyi**

Tail coverage is generally very expensive. In fact, depending on the state, tail coverage can cost 140–220% of your current, undiscounted annual Claims-made premium. Payment for tail coverage is typically due in full and must be paid within 30–60 days of policy cancellation.

Some companies will offer tail coverage at no charge in the event of death, permanent disability, or, in some cases, at retirement. Look for the questions to ask regarding Claims-made policies and tail coverage in the “Comparing Malpractice Insurance Companies” section on page 35-36.

³ MedPro internal data, 2013.
Common Circumstances That Require the Purchase of a Tail:

**BOARD COVERAGE**
As you approach your board exams, you will likely have coverage offered to you at no cost for your board exam. If this policy is not an Occurrence policy, you will need to secure tail coverage after the termination of your board exam coverage (to cover any exposures during your board exam). Not having tail coverage means not being protected if a claim is filed after the policy period expires!

**RESIDENCY**
If you decide to return to school for a residency program, you will likely be covered by the university. If so, you could cancel any coverage you have for your current practice. However, if you are insured under a Claims-made policy, you will have to purchase tail coverage to cover any years spent in practice.

**LEAVE OF ABSENCE**
You may want to terminate coverage while taking a leave of absence from practice. If you are insured under a Claims-made policy, it may require the purchase of tail coverage. Examples of a leave of absence include maternity leave, poor health, a sabbatical, and medical mission trips.
RELOCATION

If you move to a state where your insurance company does not offer coverage or where the cost of malpractice insurance is significantly lower than the original state, you may need to purchase tail coverage from your current insurance company.

NON-RENEWAL

If your insurer does not renew your policy, and if that policy was a Claims-made policy, you may need to purchase a tail policy to maintain coverage for all procedures performed during the Claims-made coverage.

MOBILITY

An increasing number of new graduates are joining dental franchises. Statistics have shown the policies provided are often Claims-made. The average length of employment with these organizations is 1.5 to 2 years. You may be required to buy tail coverage when you leave the franchise, unless your new employer commits to pay for tail coverage in your employment contract or another insurance company covers your prior acts.

FACULTY

More dentists and dental specialists are deciding to work in a faculty setting prior to retirement. What if you leave private practice to work for a university? In order to ensure coverage for procedures performed during your time spent in private practice, you must purchase tail coverage if you were insured under a Claims-made policy.

Key Takeaway

If you want to eliminate the above-listed complexities involving tail coverage, you may want to purchase an Occurrence policy.
**Policy Limits**

Policy limits are written as two numbers, such as $2 million/$4 million. The first number, $2 million, reflects what the insurance company will pay per claim/occurrence. The second number, $4 million, is the aggregate limit for the policy year.

There is no universal agreement on how much malpractice insurance coverage is sufficient, so most insurance companies currently provide a variety of policy limits ranging from $100,000 to $5 million per claim (“per claim limit”). Depending on your state, you may have a required minimum limit of liability. Check with your personal attorney prior to deciding on policy limits.

HOW DOES THE TYPE OF COVERAGE AFFECT THE POLICY LIMITS YOU PURCHASE EVERY YEAR?

Policy limits dictate the maximum amount of money your insurance company will pay on your behalf. How a policy’s limits of liability respond to claims is one of the major distinctions between Occurrence and Claims-made coverage. The difference between Occurrence and Claims-made policy limits becomes even more relevant once the Claims-made coverage is terminated and tail coverage is purchased or earned.

**Occurrence**

Occurrence coverage provides a separate set of limits for each year you buy the policy, with respect to alleged errors occurring during the policy period, regardless of when a claim is made against you. Occurrence coverage doesn’t end when the policy terminates; instead, the limits under the policy remain available to pay future claims based upon incidents that occurred during that policy period.

**Claims-Made**

Contrast this with Claims-made coverage, which only provides limits for claims made during the current policy year, so only the current set of limits is available to pay claims arising from all your previous years of practice. For a Claims-made policy that offers a standard $2 million/$4 million policy limit, only $2 million is available to pay any single claim, and only $4 million total to pay all claims arising during the span of the policy period.
Over the course of a 35-year career, a general dentist will treat approximately 129,000 patients, presenting 129,000 opportunities for a patient to allege malpractice. With tail coverage, a single set of limits covers the dentist’s career back to the retroactive date. This means the dentist will have only one set of limits (for example, $2 million/$4 million) to pay all potential malpractice claims that are made during the extended reporting period (based on all the incidents that occurred over an entire 35-year career).

In contrast, if the same dentist had purchased Occurrence coverage each year for the same 35-year period, he or she would have 35 separate sets of limits over the same time span — one for each policy year.

With regard to tail coverage, limits may differ according to the policy provisions. In some instances, the tail coverage (or extended reporting period) will have limits that are reinstated and equal to those limits in effect during the most recent policy period. In other instances, the limits of liability are not reinstated for the extended reporting period; instead, the tail coverage actually shares the limits of liability from the most recent policy period.

As another example, some carriers may set the limits of liability for your extended reporting period to the lowest limits you had during any of your last five policy periods. Be sure to review your policy for the limits of liability available for tail coverage.

Did you know?

Claims-made policies increase in price each year for the first 5 years until the rate is “mature,” after which the annual premium is very close to that of an Occurrence policy.
**Patient’s Compensation Fund**

What is a Patient’s Compensation Fund, and how does a state-mandated cap on damages affect policy limits?

A number of states have established a Patient’s Compensation Fund (PCF), which is designed to increase availability and/or affordability of professional liability insurance. Of those states, Indiana and Louisiana have unique policy limit options for dentists participating in the PCF.

**INDIANA**

In Indiana, your malpractice insurance company and the PCF work together. Dentists in Indiana are insured by a malpractice insurance company for $250,000 per claim/occurrence and $750,000 in the aggregate limit. If you participate in the PCF, you also receive an additional $1 million per claim/occurrence from the PCF. Your malpractice insurance company will submit your PCF surcharge to the Indiana PCF.

**Policy Limits**

$250,000/$750,000

**Fund Limits**

$1 Million/$3 Million

**LOUISIANA**

In Louisiana, your malpractice insurance company and the PCF work together. Dentists in Louisiana purchase malpractice insurance with a $100,000 per claim/occurrence limit and $300,000 aggregate limit of liability from an insurance company. If a claim arises with damages above these amounts, the PCF will provide excess coverage up to $400,000, plus medical expenses. Your malpractice insurance company will submit your PCF surcharge to the Louisiana PCF.

**Policy Limits**

$100,000/$300,000

**Fund Limits**

$400,000

Policy limits as of 2015.
ARE THERE ANY OTHER STATES WITH LIMIT REQUIREMENTS?
Many other states require minimum limits of liability for dentists. In some states, minimum limits are not required, but maximum damages caps are set.

HOW DOES A STATE-MANDATED CAP ON DAMAGES AFFECT POLICY LIMITS?

EXAMPLE

In Virginia, the cap for malpractice damages for dentists is $2.2 million per claim as of 2015. The cap is adjusted annually by $50,000 until the total cap reaches $3 million. Most dentists in Virginia select a limit of liability equal or greater than the cap of damages. Check with your personal attorney before choosing a limit of liability.
 Consent to Settle

What is consent to settle?

Your policy sets forth the rights, duties, and obligations of both the insurer and the insured with regard to settlement of a claim. This part of the policy is typically called the “consent to settle provision.” You will typically find your consent to settle provision embedded in your malpractice policy’s language.

Marketing material or “company philosophy” may state you have rights, but you should investigate the actual policy language to determine if you have a pure consent to settle clause. A pure consent to settle provision will require the insurance company to obtain your approval before settling any claim. There are no exceptions and no strings attached. Instead of a pure consent to settle provision, you may find exceptions that give all authority regarding settlement back to the insurance company.

"will not compromise any claim hereunder without the consent of the insured."

pure consent
MedPro’s consent provision
Common exceptions to consent to settlement

01 HAMMER CLAUSE
If you refuse to consent to a settlement and elect to contest or continue to contest a claim, the company’s liability for loss shall not exceed the amount for which they could have settled such claim had you consented, plus claim expenses incurred prior to the time the company made such recommendation.

02 UNREASONABLE
You have consent authority, unless the insurance company deems you unreasonable in withholding your consent.

03 BOARD APPROVAL
You have consent authority as long as the company’s review panel or board agrees with you that your performance met the standard of care. If they disagree, the board assumes consent authority on your behalf.

04 BINDING ARBITRATION
You have consent authority unless the company disagrees, at which time they submit your refusal to consent to binding arbitration.

05 NO LONGER INSURED BY THE COMPANY
You have consent authority unless you are no longer insured by the company at the time settlement or trial occurs.

06 UNAVAILABLE OR CANNOT BE LOCATED
You have consent authority unless the company cannot locate you or you are otherwise unavailable at the time of settlement or jury trial.

07 LICENSE SUSPENDED
You have consent authority unless your professional license has been suspended, revoked, or surrendered at any time during the claim process.

08 DECEASED OR INCOMPETENT
You have consent authority unless you are deceased or deemed incompetent.

Key Takeaway
Make sure you understand how your insurance company defines consent. If any of the above conditions or exceptions are present, your policy does not have a pure consent to settle provision.
Separate Limits Coverage
If you own all or a portion of your practice, your practice may be eligible for an entity malpractice insurance policy with separate limits of liability. This allows defense costs and indemnity payments to be paid on behalf of your practice — separately from your individual policy limits.

Shared Limits Coverage
If you have a solo corporation or a single-dentist practice, own 100% of your practice, and have no employed or contracted dentists, then you may request to share your individual policy limits with your practice. This means defense costs and indemnity payments will be paid on behalf of both you and your practice under one shared set of limits.
Notes:
**Malpractice Claims**

Why should I care how a malpractice claim made against me is handled?

A dentist in the United States is sued, on average, once in his or her career (more or less depending on location and scope of practice). It is important to remember that your premium dollars are paying for the insurance company’s claims defense. After all, settlement of a claim involves more than money — it can have a long-term negative effect on your reputation, your practice, your license, your mobility, and your future insurability.

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**Average indemnity of dental and oral surgery**

<table>
<thead>
<tr>
<th>Procedure</th>
<th>Indemnity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Root Canal</td>
<td>$30,300</td>
</tr>
<tr>
<td>Extraction</td>
<td>$48,600</td>
</tr>
<tr>
<td>Crown</td>
<td>$31,600</td>
</tr>
<tr>
<td>Implant</td>
<td>$70,400</td>
</tr>
<tr>
<td>Other</td>
<td>$37,900</td>
</tr>
</tbody>
</table>

These charts show which dental procedures lead to the most malpractice allegations, and the average indemnity associated with each (based on closed claims analysis).}

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What types of things lead to malpractice claims?

When many dentists think of malpractice, they think of the potential for a million-dollar verdict that could cripple their reputations and ruin them financially. Here are a few examples of situations that have led to large malpractice claims.

“Unnecessary” root canals. Verdict:

$35 million paid to 29 different patients

Complications from wisdom tooth extractions resulting in death. Verdict:

$11 million

“Unnecessary” extraction of 13 teeth. Verdict:

$2 million

Root canal resulting in nerve damage. Verdict:

$750,000

Extensive dental restoration. Settled for:

$800,000 after a $2.2 million verdict

Failure to diagnose oral cancer. Settled for:

$525,000 after a $15 million verdict

Pediatric anesthesia resulting in death. Settled for:

$1 million

Key Takeaway

There certainly is a tangible risk for these “exceptional events.” However, the most common malpractice claims come from routine procedures performed in dental offices every single day.

**Claims Defense**

Do all insurance companies handle the defense of malpractice claims the same way?

The short answer is no. It is extremely important to select a malpractice insurance company that has expertise in malpractice liability litigation. They should understand the venue, specific state laws, as well as clinical dentistry issues and how they apply to the laws of your state.

**THE SUCCESSFUL DEFENSE OF MALPRACTICE LAWSUITS REQUIRES A CLAIMS TEAM WITH:**

> An understanding of the scope of dental malpractice as determined by professional societies and/or state licensure boards
> A grasp of technical clinical concepts
> Access to highly qualified experts
> The financial resources necessary to aid an aggressive defense
> Expert knowledge of the law

Mock Trial

To get a sense for what a malpractice trial experience is really like for a dentist, visit medpro.com/cross-examination

The strongest malpractice insurance coverage will not only provide superb defense in a lawsuit, but also arm you with tools to help prevent a lawsuit in the first place.

**Key Takeaway**

You are purchasing the insurer’s promise to defend you and pay for damages should you be sued. Nothing is as important as your confidence that your insurance company will provide you with the strongest possible claims defense.
Risk Management 101
Risk Management 101
What is Clinical Risk Management?

Risk management is a process by which an individual or organization assesses their environment to identify challenges that could potentially lead to a “loss.”

Many dentists may be convinced that clinical competence is the most important element of a successful dental practice.

While it is certainly important to practice within the standard of care, communication skills, business acumen and a professional mindset are equally important. The following section provides a brief list of risk management considerations that may prove useful for the newly-graduated dentist.

Every dental practice needs a sound risk management program – one that focuses on patient safety and satisfaction. MedPro is committed to supporting its insured dentists with risk management products and services that support this approach – and reduce the possibility of financial loss, professional liability exposure and damage to one’s reputation.

Did you know?

Loss comes in a variety of forms, including the loss of:

> Good employees
> Long-term patients
> New market opportunities
> Highly-qualified associates/partner
> Peer review or disciplinary action
> Income potential
> Malpractice lawsuit
DEALING WITH AN ADVERSE EVENT
While doing a routine filling, a portion of a burr breaks off and cannot be located. How should this be handled from a risk management standpoint?

DENTAL RECORDS MANAGEMENT
A dentist is running out of storage space and wants to dispose of dental records for some inactive patients. Can this be done, and if so, how should it be completed?

CHILD CUSTODY AND TREATMENT
A dentist is treating an 8-year-old child of divorced parents for several caries. The mother has been compliant with the dentist’s instructions, including keeping all appointments. The father of the child has called the office and stated he does not want the child to receive any further dental treatment. May the dentist continue to treat the child?

REFERRAL TO A SPECIALIST
A general dentist has a patient in her fifties who has a non-vital tooth that requires endodontic treatment. The general dentist wants to refer the patient to an Endodontist because of the complicated root structure, but she is insisting that he perform the procedure rather than making the referral. Should the general dentist perform the procedure?

DISGRUNTLED PATIENT
An elderly patient is dissatisfied with the appearance of a bridge constructed by the dentist, and several revisions have still not satisfied her. The dentist wants to refund her money and discharge her from the practice. How can this be accomplished?

NONCOMPLIANCE WITH RECOMMENDATIONS
A dentist has a patient who has worsening periodontal disease as a result of his poor oral hygiene and noncompliance with the dentist’s recommendations. The dentist wishes to discharge this patient from the practice even though he needs continuing care. How can this be accomplished without the potential of abandoning the patient?

Why is risk management important?
Newly graduated dentists often underestimate the importance of risk management services. When a patient is in the chair and you are faced with a serious concern, it is too late to realize the value of specialized risk management services.

HOW WOULD I USE RISK MANAGEMENT?
Many times, dentists call their malpractice companies’ risk management teams when an area of concern presents itself. Here are a few scenarios in which a risk management team should be able to provide you with guidance:

DEALING WITH AN ADVERSE EVENT
How should this be handled from a risk management standpoint?

DENTAL RECORDS MANAGEMENT
Can this be done, and if so, how should it be completed?

CHILD CUSTODY AND TREATMENT
May the dentist continue to treat the child?

REFERRAL TO A SPECIALIST
Should the general dentist perform the procedure?

DISGRUNTLED PATIENT
How can this be accomplished?

NONCOMPLIANCE WITH RECOMMENDATIONS
How can this be accomplished without the potential of abandoning the patient?
Don’t sign an employment contract or a practice purchase agreement without first having it reviewed by an attorney who specializes in employment law or business transaction law. Whether you are joining a practice as an associate or an independent contractor, your employment contract contains a variety of important contract terms to which you will be bound. These include such things as the term of your contract, your work hours and conditions, your compensation formula, who will pay for your malpractice insurance and others. It is critical that you understand what you are signing.

Don’t accept an employment offer without having reviewed the practice’s documentation* and written communications.* This might include a random review of patient files, the practice’s policy and procedure manual (including the practice’s infection prevention and control manual), the practice’s patient education materials and all of the practice’s standard written documents (noncompliance notices, discharge letters, late payment reminders, etc.).

Don’t accept an employment offer without having observed the business and clinical care activities over the course of at least one full business day.* Ideally, you would be able to observe the dentist’s and staff’s interaction with each other and with patients. This will give you important insights into whether this is a culture in which you will be comfortable.

* A review of Personal Health Information (PHI) may require the guest doctor’s signature on a confidentiality agreement – basically promising that any patient information he or she obtains during the course of the visit will remain confidential.
AFTER YOU START:

04 Have an emergency preparedness plan. Your plan should contemplate medical, environmental, and violence emergencies. Periodically conduct drills so that all members of the office staff understand their respective roles and responsibilities in an emergency. Your local emergency services agencies can be a source of valuable consultative assistance.

05 Prepare for difficult conversations in advance. Don’t assume that good clinical skills are an adequate substitute for good listening, negotiation, and dispute.

06 Always obtain written informed consent to treatment. Informed consent serves many important purposes, including informing the patient of the inherent risks of treatment and giving them realistic expectations for the result of their treatment. Some dental malpractice cases are decided solely on the basis of the adequacy of the informed consent process.

07 Never guarantee an outcome. When a given outcome is promised, whether the standard of care was met or not becomes irrelevant; you promised a given result and that result was either delivered or not. Understand that patients often hear what they want to hear. For that reason, be careful with reassuring comments such as, “We’ll get this fixed right up,” or, “Everyone will just love your new smile!” A warning that the results of dental care can never be guaranteed should be a part of your informed consent process.

08 Always give the patient a realistic cost estimate. Include in your written estimate the potential for complications, and how those complications will affect the final cost (if they occur). Patients need to know in advance what the maximum cash outlay might be; there should be no surprises.
Always tell the patient exactly what is included in the treatment plan. Be precise in describing what is being provided under the treatment plan. For example, a patient might assume that the cost of a root canal or an implant includes the cost of the crown. Over-explain, have the patient sign the written treatment plan (including the cost estimate), and give them a copy.

If a patient lodges a complaint, give yourself some time to review the demand and carefully consider your response. Make sure you know what it is the patient is requesting from you. This may range from an apology for a perceived offense to some amount of money. Decisions made in the midst of a conversation or dispute may not be in anyone’s best interest. Tell the patient, “I’d like to think about this and get back to you. May I call you in x days?” Or, “I’m certain you agree that we both want to resolve this matter in a way that is respectful to both of us. Let me take some time to review your record and then I’ll be better prepared to respond to your concern.” This timeout will give you adequate time to look at the patient’s record, obtain input from your staff, and contact your insurance company’s risk management team (if necessary). What may seem like a huge problem to you may be easily addressed when you have the support of a knowledgeable risk expert.
Notes:
Choosing the Right Malpractice Insurance Company
How to Choose the Malpractice Insurance Company That Is Right for You

It takes 650,000 minutes to complete dental school, and an entire career to build your reputation.

Take the time to ask these questions before choosing your malpractice carrier:

Does the carrier deal exclusively in malpractice insurance?
Malpractice insurance is a specialized line of insurance that requires dedicated professionals who are experienced, educated, and focused on malpractice. It is unlikely that an insurer who provides coverage for property, general liability, worker’s compensation, or other commercial insurance will be able to provide the level of defense and risk management support you need in the highly specialized area of dental malpractice insurance.

Is the carrier financially strong and stable?
A long-term relationship with your malpractice insurer is important for many reasons. It often takes five or more years for claims to be resolved on incidents that happen with the patients you treat today. Some lawsuits can linger for a decade or more. You need confidence that your malpractice company will be in business not just for the term of your policy, but for many years (or decades) to come.

Over the years, many malpractice companies have failed financially, leaving dentists without coverage and/or funds to pay future claims. Ratings from independent rating agencies, such as A.M. Best, can help you determine an insurance company’s financial stability.
Does the company have the ability to offer different policy options like Occurrence, Claims-made, and Convertible Claims-made?

If they offer Occurrence, what percent of their insureds have Occurrence policies?

Ask about the experience level of the claims managers who will handle your claim.
How many years have the claims managers participated in the defense of dental professional liability claims?
Is the claims team exclusive to dental malpractice?

Does the company provide national coverage at a competitive cost?
A malpractice carrier that is able to provide coverage in many states will make relocating easier. Make sure the company writes coverage in all 50 states and the District of Columbia.

Many companies offering Claims-made coverage will advertise “free” tail coverage upon retirement. Ask the company if you are eligible for free tail coverage:
- If you retire before the age requirement in the policy
- If you decide to go back to a residency program
- At the completion of an externship
- If you take time away from your practice to raise a family or any other reason
- If you haven’t been with the carrier for a certain number of years
- If you decide to join the faculty of a dental school or go into public health prior to retirement
- If you sell your practice and want to stay with the practice for a couple of years
- If you have claims experience and are not renewed by your company

“"It takes 650,000 minutes to complete dental school, and an entire career to build your reputation."”

650k
<table>
<thead>
<tr>
<th><strong>KEY QUESTIONS</strong></th>
<th><strong>MEDPRO ANSWERS</strong></th>
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<tbody>
<tr>
<td>Does the company offer both Claims-made and Occurrence policies?</td>
<td>YES</td>
</tr>
<tr>
<td>Does the company offer a pure consent to settle provision without any exceptions, hammer clauses, or binding arbitration?</td>
<td>YES*</td>
</tr>
<tr>
<td>Does the company offer STEP into Occurrence: a product for new graduates that combines low rates of Claims-made coverage with the benefits of Occurrence coverage?</td>
<td>YES</td>
</tr>
<tr>
<td>Does the company offer free tail coverage at retirement if insured for one year regardless of age?</td>
<td>YES</td>
</tr>
<tr>
<td>Is risk management an independent team, dedicated to education (rather than a part of marketing, claims, or underwriting)?</td>
<td>YES</td>
</tr>
<tr>
<td>Does the company have a proven track record for weathering difficult economic cycles, including the Great Depression and two world wars?</td>
<td>YES</td>
</tr>
<tr>
<td>Does the company have defense expertise from insuring the entire spectrum of healthcare providers including physicians, surgeons, and hospitals?</td>
<td>YES</td>
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<table>
<thead>
<tr>
<th><strong>KEY FACTS</strong></th>
<th><strong>MEDPRO ANSWERS</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>A.M. Best financial strength rating</td>
<td>A++</td>
</tr>
<tr>
<td>Years of malpractice experience</td>
<td>115+</td>
</tr>
<tr>
<td>Number of states where currently writing business</td>
<td>50</td>
</tr>
<tr>
<td>Exclusive to malpractice insurance</td>
<td>YES</td>
</tr>
<tr>
<td>Dental trial win rate</td>
<td>95%</td>
</tr>
<tr>
<td>Total number of malpractice claims resolved nationwide</td>
<td>400,000+</td>
</tr>
<tr>
<td>Average experience of dental malpractice claims specialists</td>
<td>25 YEARS</td>
</tr>
<tr>
<td>“Rapid Response” Risk Management hotline</td>
<td>YES</td>
</tr>
<tr>
<td>Number of dental risk management industry experts</td>
<td>11</td>
</tr>
</tbody>
</table>
A.M. Best rating as of 5/27/15. The depicted products are administered and underwritten by MedPro. Product availability is subject to regulatory and state approval. Some states, by law, do not allow such provisions. As used herein, MedPro is the marketing name used to refer to The Medical Protective Company, founding member of MedPro Group, which also includes MedPro Lloyds and MedPro RRG Risk Retention Group. Total number of malpractice claims managed MedPro Group internal data – all other data MedPro internal data 2004-2014. © 2016 MedPro Group Inc. All Rights Reserved.
Who is MedPro?
Who is MedPro?
Who is MedPro?

The first section provided an overview of dental malpractice insurance. In this section, you are going to be introduced to MedPro, the nation’s oldest and strongest malpractice insurance company.

MedPro insures nearly 1 in every 4 private practice dental practitioners in the United States.\(^7\)

STABILITY SINCE 1899

MedPro is the leader in dental malpractice insurance and the company that was first involved when malpractice allegations were becoming prevalent more than a century ago. MedPro has been defending the reputations and assets of dentists since 1899 and will continue to do so for years to come.

Our unwavering commitment to the dental profession has helped us grow into the nation’s largest and strongest dental malpractice company.

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\(^7\) Data based on the American Dental Association’s overall estimate of active private practitioners. Retrieved from http://www.ada.org/1444.aspx
FINANCIALLY STRONG
As a Berkshire Hathaway company, MedPro has earned the highest financial strength rating in the entire healthcare malpractice industry: A++ from A.M. Best. This means MedPro will be here no matter the frequency and severity of malpractice claims across the country. It also means MedPro has the ability to hire the best defense attorneys across the country to fight for your reputation. Ultimately, if a claim needs to be paid on your behalf, MedPro will be able to make sure your assets and reputation are protected.
EXCEPTIONAL RISK MANAGEMENT
MedPro recognizes that the best claim defense is the lawsuit you never see. As such, MedPro offers continuing education courses and premium credit opportunities, as well as an industry-leading risk management team that is eager and able to answer your day-to-day questions or help talk you through a real-time stressful situation while a patient waits in your chair.

COVERAGE OPTIONS
Our financial strength and commitment to dentists gives us the ability to offer both Occurrence and Claims-made policies. Ask other companies if they can provide you with an Occurrence quote.

PURE CONSENT TO SETTLE PROVISION
MedPro’s consent to settle provision reads: “We will not compromise any claim hereunder without the consent of the insured.” That’s it. No insurance talk.

The average years of experience our claims managers have in the healthcare liability industry. Although MedPro may utilize some of the same defense attorneys as other companies, the experience of MedPro’s claims managers is an advantage that no other company can match.
Most Proactive and Winning Claims Defense

MedPro decided long ago not to save pennies at the expense of providing the best defense to our insureds. The numbers speak for themselves. To give some perspective, here are a few significant numbers with regard to our claims defense:

More than 400k

The number of malpractice claims managed by MedPro Group since 1899

Closed without Payment

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<tr>
<td></td>
<td>82%</td>
<td>68%</td>
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As used herein, MedPro is the marketing name used to refer to the insurance operations of The Medical Protective Company, founding member of MedPro Group, which also includes Princeton Insurance Company, PLICO, Inc. and MedPro RRG Risk Retention Group. Total number of malpractice claims MedPro Group internal data 2005-2015.
How often MedPro wins when a dental claim goes to trial

95%
A.M. Best ratings as of 5/27/15. All competitor information derived from financial statements, regulatory filings and competitor websites and is current as of 1/28/16. The comparison is an educational tool designed to help you learn about the insurance coverage and the various details you may want to consider when selecting your healthcare liability policy. We value data integrity. If you believe that any information is incorrect, please contact us.
As an **ASDA member benefit** for new dentists, your Occurrence policy with **MedPro** could be as low as $50.

**IMPORTANT INFORMATION FOR YOU!**

Must be an ASDA member to qualify for a $50 policy. All competitor information derived from financial statements, regulatory filings and competitor websites and is current as of 1/28/16. Where information was not readily available or ascertainable from these sources, question marks were inserted. This comparison is an educational tool designed to help you learn about the insurance coverage and the various details you may want to consider when selecting your healthcare liability policy. We value data integrity. If you believe that any information is incorrect, please contact us. In order to qualify for a free tail you must have a retroactive date at least 48 months prior to the date of retirement and be insured by the company for 12 months. A.M. Best rating as of 5/27/15. The depicted products are administered and underwritten by MedPro. Product availability is based upon business and regulatory approval. As used herein, MedPro is the marketing name used to refer to the insurance operations of The Medical Protective Company. All data MedPro internal data. © 2016 MedPro Group Inc. All Rights Reserved.

Contact the MedPro Dental Team
800-4MEDPRO x3536
dentalstudents@medpro.com
www.medpro.com/dental-students
Notes:
Dental Specialty Advisory Board
Dental Specialty Advisory Board
As dentistry evolves, our job is to understand the impact changes to the industry have on our customers. To that end, we assembled a Dental Specialty Advisory Board comprised of leaders throughout the spectrum of the dental industry.

MedPro’s Dental Specialty Advisory Board

There are many reasons why MedPro is the leader in dental malpractice insurance. One of the most important reasons is our commitment to staying ahead of the curve when it comes to current trends and new developments in dentistry.

As dentistry evolves, our job is to understand the impact changes to the industry have on our customers. To that end, we assembled a Dental Specialty Advisory Board comprised of leaders throughout the spectrum of the dental industry.

Together, MedPro and our Advisory Board work to ensure that the products and services we offer continue to meet the needs of today’s dentists. That’s true leadership.
DENTAL SPECIALTY ADVISORY BOARD

JOEL ROSEN LICHT, DMD, graduated from Fairleigh Dickinson University Dental School in 1975 and acquired his residency experience in oral and maxillofacial surgery at Boston University School of Graduate Dentistry and Tufts University School of Medicine. He built a successful private practice in Manchester, CT, where he currently practices full-time. Among many professional affiliations, he served as president of the American College of Oral and Maxillofacial Surgeons in 2011, and the chief of the oral surgery department at the Eastern Connecticut Health Network from 2004-2008. Dr. Rosenlicht is the chair of the MedPro Dental Advisory Board.

LEON “STAN” STANISLAV, DDS, graduated from the University of Iowa School of Dentistry in 1977. He spent two years in the U.S. Navy Dental Corps prior to beginning private practice in Clarksville, TN, where he still practices today. Throughout his career, Dr. Stanislav has been very involved in organized dentistry. He currently is the immediate past president of the Tennessee Dental Association (TDA), the past president of the TDA Council on Insurance, the past president of the Tennessee Academy of General Dentistry (TNAGD), and chairman of the TDA Insurance Agency.

ROBERT A. STRAUSS, DDS, MD, graduated from the University of Buffalo School of Dentistry in 1979. He acquired his residency experience in anesthesiology and oral and maxillofacial surgery at the Michael Reese Medical Center in Chicago. He has a background in academics and private practice, and has served as the director of the oral and maxillofacial surgery residency training program at Virginia Commonwealth University/MCV Hospitals in Richmond, VA since 1993. Among his involvement in many professional associations, he is the current vice president of the American College of Oral and Maxillofacial Surgeons, a past president of the Virginia Society of Oral and Maxillofacial Surgeons, and a fellow of the American College of Oral and Maxillofacial Surgeons and the American Association of Oral and Maxillofacial Surgeons.

CLARA SPATAFORE, DDS, earned her Master of Science, Doctor of Dental Surgery and Certificate in Endodontics from West Virginia University School of Dentistry. She then served in the United States Navy and held a role as chairman of the Department of Endodontics at the University of Pittsburgh. She maintains a private practice and serves as an assistant professor of endodontics and chairwoman of the Endodontics Department at Virginia Commonwealth University. Dr. Spatafore maintains hospital privileges and teaches at Allegheny General Hospital and is a clinical instructor at West Virginia University School of Dentistry. She is a member of several professional organizations, serving for a time as president of the board of the American Association of Endodontics. Dr. Spatafore also lectures nationally and internationally on endodontics.
EDWARD “JOE” WALLER, JR., DDS, JD, graduated from Saint Louis University School of Dentistry in 1969. He practiced dentistry for 16 years until returning to St. Mary’s University School of Law and graduating with his JD in 1990. He currently is an attorney at Brin & Brin in San Antonio, TX, where he practices in the area of dental and medical malpractice defense and representation before state dental and medical boards.

WILLIAM BENNETT, RPH, MD, DMD, completed his orthodontics residency at the University of Colorado in February 2013 and is currently in private practice at Foundations Orthodontics in Rome, GA. Prior to dental school, Dr. Bennett received his M.D. from the Medical College of Georgia School of Medicine in 2005 and his B.S. from the University of Georgia College of Pharmacy in 1999. While in dental school, Dr. Bennett was active with the American Student Dental Association and held several national leadership positions.

JASON WATTS, DMD, is a new-to-practice dentist. He recently graduated from Nova Southeastern University where he earned his DMD. He completed his undergraduate education at Florida State University. During his time in school, he was heavily involved in the American Student Dental Association (ASDA) and was the 2014-2015 National Vice-President. As a new dentist, Jason is on a journey of advocacy, networking, public speaking, and mentoring. He seeks to educate, excite, and motivate the dental community by sharing his experiences as both a former dental student and new-to-practice dentist.
MedPro’s commitment to the future of dentistry has been commendable. I am proud to work with a company that is investing so much in our profession’s future.

William Bennett, RPh, MD, DMD
Glossary & Notes
Glossary

ADMITTED COMPANY
An insurance company licensed and authorized to do business in a particular state.

ANNUAL AGGREGATE LIMIT
For Claims-made policies, the annual aggregate limit is the maximum amount the company will pay for all covered claims made against the insured during a given policy year.

CANCELLATION
The termination of an insurance policy either by the company or the insured prior to the expiration of the current policy term. State law generally sets out the required notice and acceptable reasons for cancellation or non-renewal of malpractice policies, including non-payment of premium, mutual consent of the parties, fraud, material misrepresentation, revocation or restriction of the healthcare professional’s license, or an increase in the hazard incurred against.

CLAIM
An express demand upon an insured for money or services as compensation for civil damages.

CLAIMS-MADE POLICY
A type of policy that offers coverage for a claim arising from a healthcare event that not only occurred on or after the retroactive date (as set forth in the Declarations Page of the policy), but also was first made against an insured during the policy period. Claims-made coverage is generally inexpensive at first and gradually increases or “steps up” over time (commonly five years) to a “mature” Claims-made premium.

CONSENT TO SETTLE Provision
A policy provision that defines an insured’s rights before the company may settle a claim on behalf of the insured.

DECLARATIONS PAGE
A document issued along with an insurance policy that states basic information about the policy, including policy period, types of insurance coverage, limits of liability, premiums due, and coverage restrictions.

ENDORSEMENT
An amendment to policy that modifies the policy terms.

ENTITY
A partnership, organization, or business having a legal and separate existence.

EXTENDED REPORTING ENDORSEMENT (TAIL COVERAGE)
Applicable to Claims-made policies, this coverage allows the insured to report claims first made after a policy termination date. However, such claims must result from an event that occurred on or after the retroactive date, but prior to the policy termination date. Some companies waive the additional premium for this coverage in the event of an insured’s death, disability, or permanent retirement.

HAMMER CLAUSE
A policy provision that diminishes the value an insured receives from a consent to settle provision by reducing the available limit of liability if the insured refuses to consent to settle a claim. Under a hammer clause, the company is typically released from any exposure beyond the amount the claim could have been settled for had the insured given consent.

MOONLIGHTING
Participating on a job separate from a residency program.
NATIONAL PRACTITIONER DATA BANK (NPDB)
An electronic repository of all payments made on behalf of healthcare professionals in connection with malpractice settlements or judgments, as well as adverse peer review actions against licenses, clinical privileges, and professional society memberships.

NON-RENEWAL
Termination of a policy at the expiration of a policy term by the decision of the company, with a refusal by the company to renew the coverage.

OCCURRENCE POLICY
A type of policy that offers coverage for claims arising from an event that took place during the policy period.

PATIENT’S COMPENSATION FUND (PCF)
A state entity that offers insurance in exchange for a surcharge to a malpractice premium. PCF’s were generally established by state law and created during the malpractice crisis of 1975-1976 to ensure and help professionals in the medical industry obtain malpractice coverage. Different states provide different degrees of coverage.

POLICY
The contract between an insurance company and its insured. The policy defines what the company agrees to cover for what period of time and describes the obligations and responsibilities of the insurer and the insured.

POLICY TERM
The length of time for which a policy is written, beginning at the policy’s inception date and ending at the policy’s expiration date.

PRIOR ACTS
Similar to an extended reporting endorsement or “tail coverage,” this type of coverage allows the insured to report claims arising from events that occurred after the retroactive date but prior to the effective date of the insured’s current policy.

Prior acts coverage might be offered by a dentist’s new insurance company when coverage is purchased for a new policy. In contrast, tail coverage is provided by the prior company and allows the reporting of claims after the expiration of coverage with that company.

RETROACTIVE DATE
Generally listed on the declarations page of a Claims-made policy, this is the date after which an event must occur to be eligible for coverage under the policy. The retroactive date is generally the inception date of the original Claims-made coverage.

RISK MANAGEMENT
A loss-prevention process that is intended to reduce liability exposure and the likelihood of malpractice claims.

SURPLUS LINES
Sometimes referred to as Excess and Surplus (E&S) insurance, surplus lines insurance is coverage secured through a non-admitted surplus lines insurance company. Surplus lines companies are typically not regulated and do not file rates, rules, or forms (other than for informational purposes). The coverage available through a surplus lines company is typically limited to those coverages that are not available from an admitted company and cannot be accessed merely to secure more favorable pricing.

TAIL COVERAGE
See definition for “Extended Reporting Endorsement.”

UNDERWRITING
The process by which an insurance company evaluates policyholder risk (including the application of credits and debits) and determines if non-renewal is warranted in cases in which the risk no longer meets acceptable underwriting guidelines.
**True or False?**

Occurrence and Claims-made malpractice policies provide the same coverage.

False. (see page 10)

On the whole, Claims-made policies are less expensive than Occurrence policies.

False. (see page 11)

Most malpractice policies allow the dentist to refuse to settle a claim, without any exceptions.

False. (see pages 18-19)

You should always choose the same malpractice insurance provider as your employer.

False. (see pages 7, 18, 19)

Odds are, you’ll never be sued for malpractice.

False. (see page 9)

If an insurer offers “free tail” when you retire, it’s basically the same as getting Occurrence coverage.

False. (see pages 12-15, 35)

You don’t need malpractice coverage for your dental licensing board exams.

False. (see page 12)

Many malpractice issues can be resolved even before a lawsuit is filed.

True. (see page 44)
Notes:
Get Started
Contact Us

Connect with MedPro and Get Started Today.

1-800-4-MEDPRO x 3536

www.medpro.com/dental

dental@medpro.com

MedPro Dental

@MedProDental

@MedProDental
Request A Quote

For a no-obligation, customized quote, complete this form and fax it to 866-417-5068 or email to dental@medpro.com.

NAME_________________________________________
SPECIALTY_____________________________________
YEAR GRADUATED FROM DENTAL SCHOOL_________
WERE YOU A MEMBER OF ASDA DURING DENTAL SCHOOL?______________
PRACTICE NAME_________________________________
PRACTICE ADDRESS_________________________________
CITY_________________________ STATE________
COUNTY_________________________ ZIP____________
PHONE_________________________ EMAIL_____________________
REQUESTED EFFECTIVE DATE ______________________
RETROACTIVE DATE (IF APPLICABLE) ______________________

Policy Type:  □ Occurrence  □ Claims-made

Policy Limits:  □ 1 million / 3 million  □ 2 million / 4 million  □ Other__________
□ 3 million / 5 million  □ 5 million / 7 million

Will you be performing:
□ Third Molar Extractions (If yes, please check all that apply)
   □ Fully Erupted
   □ Partially Impacted
   □ Fully Impacted
□ Surgical Placement of Dental Implants

How did you hear about MedPro? ______________________________________

For more information, call 800-4-MEDPRO x 3536