



# Dental Malpractice Insurance Survival Kit

This Dental Malpractice Insurance Survival Kit 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.

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

*So, let's get started!*

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# Stacy had always known she wanted to be a dentist.

She worked hard and graduated with honors. She was one of the best and brightest students. After dental school, Stacy had three job offers and her whole life ahead of her. She moved to a new city, joined a great practice, bought a home, and was loving her new life.

Three years later, Stacy received notice a lawsuit was being filed against her for services she provided during her first year of practice. She was stunned and didn't know what to do.

Unfortunately, Stacy had never read her malpractice insurance policy in any detail. She really hadn't understood many of the terms and just assumed the policy must have the coverage she needed. As many young dentists do, Stacy had allowed someone else – her employer – 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.

This scenario is not uncommon.

Take the time to research your malpractice insurance options and choose the best company, and policy, for you.

If you're reading this handbook, you're already getting a great head start!



## DID YOU KNOW?

Each year, about 3,900 of your future colleagues will experience a malpractice lawsuit.<sup>1</sup>

<sup>1</sup> Estimated based on the number of reported claims to the NPDB.

# Understanding Dental Malpractice Insurance

Malpractice refers to a deviation from the standard of care that results in patient injury or death. If it can be proven that a dentist acted negligently, the patient may be able to recover damages through the civil litigation process to compensate for his or her harm.



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.

## **MALPRACTICE**

AS DEFINED BY MERRIAM-WEBSTER

**WHAT IS  
MALPRACTICE INSURANCE?**

A malpractice 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 haven't been involved in a lawsuit think, "This won't happen to me," or "Only bad dentists get sued." Unfortunately, each year, about 3,900 of your future colleagues experience a malpractice lawsuit. 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. On average, the typical dentist can expect to see one claim in his or her career.

As of December 2017, the National Practitioner Data Bank (NPDB) shows the average dental malpractice payout is about \$79,000.<sup>2</sup> This number is limited to the actual indemnity payment to a plaintiff; it does not include defense costs, which can be tens of thousands of dollars.

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.

**QUIZ**

What is the approximate average payout in dental malpractice cases?

- a \$10,000
- b \$35,000
- c \$50,000
- d \$79,000

How many dentists experience a malpractice lawsuit each year?

- a 1,500
- b 3,900
- c 8,500
- d 10,000

**MAJOR MALPRACTICE VERDICTS  
ACROSS THE NATION FROM  
THE PAST 5 YEARS.**

**\$35,000,000**

Unnecessary root caanals, paid to 29 different patients.

**\$17,500,000**

Extractions at VA hospital, stroke during procedure.

**\$4,500,000**

Root canal, overfill of sealer resulting in chronic pain.

**\$3,740,000**

Extraction and failure to diagnose infection, resulting in necrotizing fasciitis.

**\$2,000,000**

Caries under crown, improper treatment resulting in perforated tooth, infection and endocarditis.

Claims examples are from news sites and other public records from 2013-2018.

<sup>2</sup> National Practitioner Data Bank Public Use File, December 31st 2017. Five-year average 2013-2017

# Understanding Policy Types

When it comes to malpractice insurance, you have two coverage options: Occurrence or Claims-made. The major difference between the two 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 2021 based on treatment rendered in 2019, the 2019 Occurrence policy responds.

### Benefits of Occurrence Coverage

- 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 2021 based on treatment rendered in 2019, the 2021 Claims-made policy will respond as long as the treatment occurred after the policy’s retroactive date (the date used to mark the beginning of coverage for the insured).

### Benefits of Claims-made Coverage

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

2019

2020

2021



**INCIDENT OCCURS IN 2019**

2019 Occurrence Policy Responds



**CLAIM IS MADE IN 2021**

2021 Claims-made Policy Responds

**▶ 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 you need an extended reporting endorsement (called tail coverage) or your new insurance company must cover your prior acts.

Many dentists with Claims-made coverage assume they'll someday qualify for free tail coverage. But this is typically only upon death, disability or complete retirement. Additionally, some carriers require dentists to be of a certain age before they can retire and receive free tail. Due to these restrictions, many dentists end up having to pay for tail out of pocket. Make sure you understand what your policy includes, and what it doesn't.



**FOR YOUR INFORMATION**

Tail coverage is generally very expensive. In fact, depending on the state, tail coverage can cost 160-290% of your current, undiscounted annual Claims-made premium. Payment is typically due in full and must be paid within 30-60 business days after the cancellation or termination of the Claims-made policy.

# Common Circumstances that Require the Purchase of a Tail

## • BOARD COVERAGE

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 tail coverage after the policy's termination (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 have a Claims-made policy, it may require the purchase of tail coverage. Examples of a leave of absence include parental leave, poor health, a sabbatical and medical mission trips.

***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 for 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



#### ▶ 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

#### ▶ MOBILITY

An increasing number of new graduates are joining group practices. The policies provided are often Claims-made, and the average length of employment with these organizations is 1.5 to 2 years.<sup>3</sup> You may be required to buy tail coverage when you leave the group, unless your new employer commits to pay for tail coverage in your employment contract or another insurance company covers your prior acts.

#### ▶ NON-RENEWAL

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

#### ▶ FACULTY

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

To eliminate the complexities involving tail coverage, you may want to purchase an Occurrence policy.

<sup>3</sup> <https://adeachartingprogress.wordpress.com/2014/06/13/from-bungalow-to-big-box/>

# Policy Limits

Policy limits are written as two numbers, such as \$2 million/\$4 million. The first number reflects what the insurance company will pay per claim. The second number is the aggregate limit that the company will pay if there are multiple claims in the same policy period.

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

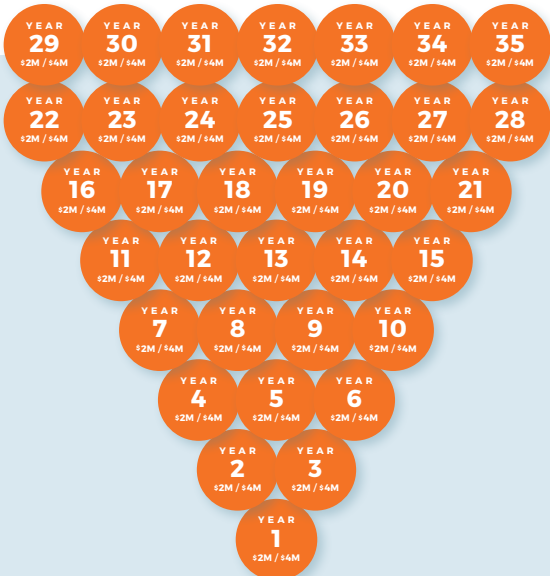
Policy limits dictate the maximum amount of money your insurance company will pay on your behalf. How a policy’s limits of liability respond to claims is one of the major distinctions between Occurrence and Claims-made coverages. The difference between Occurrence and Claims-made policy limits becomes 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, 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**

Claims-made coverage 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.



**OCCURRENCE**

Limits available to you after 35 years of Occurrence policies. Subject to any payment of claims.



**CLAIMS-MADE**

Limits available to you after 35 years of Claims-made policies. Subject to any payment of claims.



#### **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.

#### **Example**

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.<sup>4</sup> 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.

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. For 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.

<sup>4</sup> American Dental Association, Health Policy Institute, Surveys of Dental Practice. Average Number of Patient Visits per Dentist 2017.

# Patient Compensation Funds

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 malpractice insurance. Of those states, Indiana and Louisiana have unique policy limit options for dentists participating in the PCF.

	
<p><b>POLICY LIMITS</b> July 2019: \$500,000/\$1,500,000</p> <p><b>FUND LIMITS</b> \$1,300,000</p>	<p><b>POLICY LIMITS</b> 2019: \$100,000/\$300,000</p> <p><b>FUND LIMITS</b> \$400,000</p>

**INDIANA**

In Indiana, your malpractice insurance company and the PCF work together. Dentists in Indiana are insured by a malpractice insurance company for \$500,000 per claim/occurrence and \$1.5 million in the aggregate limit. If you participate in the PCF, you also receive an additional \$1.3 million per claim/occurrence from the PCF. Your malpractice insurance company will submit your PCF surcharge to the Indiana PCF.

**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 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 as of 7/1/19.*



**ARE THERE ANY OTHER STATES WITH LIMIT REQUIREMENTS?**

Yes, many other states require minimum limits of liability for dentists. In some states, minimum limits are not required, but maximum damages caps are set.

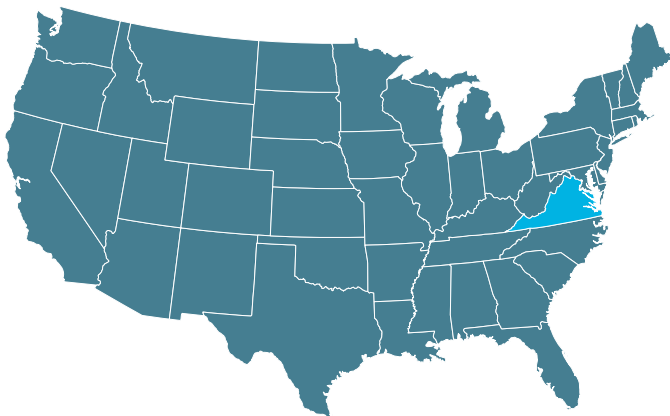
## Virginia Cap on Dental Malpractice Damages

**\$2.4M**

Cap per claim as of July 2019

**\$50K**

Annual cap adjustment until the total cap reaches \$3 million



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

For example, in Virginia, the cap on malpractice damages for dentists is \$2.4 million per claim as of July, 2019. 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 to or greater than the cap of damages. Check with your malpractice company representative or personal attorney before choosing a limit of liability.

# 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.

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.



MedPro Group’s Consent Provision:  
We will not compromise any claim hereunder  
without the consent of the insured.

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.

**COMMON EXCEPTIONS TO CONSENT TO SETTLEMENT**

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

**02 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.

**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.

# Covering Your Practice (Entity Coverage)

It is important to know that, just like you, your practice can be named in a malpractice lawsuit. If you are planning on owning a practice, you should consider two important coverage options: separate limits or shared limits.

## **SEPARATE LIMITS COVERAGE**

If you own all or a portion of your practice, you 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 and have no employed or contracted dentists, then you may choose 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.



### **DID YOU KNOW?**

It's not just the dentists in the group who can be named in a malpractice lawsuit. Make sure your entity has adequate coverage as well.



# 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).<sup>4</sup> 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.

## 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 company that has expertise in malpractice 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 state licensure boards
- A grasp of technical clinical concepts
- Access to highly-qualified experts across the spectrum of healthcare
- The financial resources necessary to aid in an aggressive defense
- Expert knowledge of the law

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.

# What is Risk Management?

Risk management is a process by which individuals or organizations assess 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 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, risk exposure and damage to one’s reputation.

These services include:

- On-demand webinars
- CE courses
- Risk assessments
- On-site consultations
- Access to consultants with 25+ years of healthcare risk management experience
- Procedure-specific consent forms



## DID YOU KNOW?

MedPro doesn’t just defend claims - we actively work to prevent them. Our team of risk consultants averages 25 years of experience and offers meaningful, real-time support to our dentists.

A malpractice lawsuit can cost you more than just money.  
You could also lose:

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Good employees

---

Long-term patients

---

New market opportunities

---

Highly qualified associates/partners

---

Income potential



### MOCK TRIAL

To get a sense for what a malpractice trial experience is, visit [medpro.com/oms-mock-trial](https://medpro.com/oms-mock-trial)

# 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 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

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?

## Ways to Reduce Your Malpractice Risk

### BEFORE YOU BEGIN:

01

**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.

02

**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.).

03

**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.

## Ways to Reduce Your Malpractice Risk

### 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 patients of the inherent risks of treatment and giving them realistic expectations for the result of their treatments. 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.

## Ways to Reduce Your Malpractice Risk

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.

09

**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.

10

**If a patient lodges a complaint, give yourself some time to review the demand and carefully consider your response.** Make sure you know what 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.

# Who is MedPro Group?

The first section provided an overview of dental malpractice insurance. In this section, you are going to learn more about MedPro Group, the nation's largest and strongest malpractice insurance company.

SINCE  
**1899**

## STABILITY SINCE 1899

MedPro Group is the leader in dental malpractice insurance. MedPro has been defending the reputations and assets of healthcare professionals 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.



## DID YOU KNOW?

MedPro Group  
insures nearly

**1 OF 4**

dental practitioners  
in the United States.<sup>5</sup>

<sup>5</sup> MedPro Group internal data and American Dental Association, Number of Dentists in Active Practice (excluding dentists employed by government or military)

# The MedPro Group Difference

## ▶ FINANCIAL STRENGTH

MedPro Group has an A++ financial strength rating from A.M. Best. As a Berkshire Hathaway company with nearly 120 years of experience, you can rest assured that we'll be ready and able to protect you and your colleagues for the rest of your careers.

## ▶ FLEXIBILITY

Whether you're new to practice or you've been practicing for 30 years, our varied policy options are designed to fit your unique needs. These options include Claims-made, Occurrence and products that allow you to convert from one policy type to the other.

## ▶ PURE CONSENT TO SETTLE

If a claim goes to trial, you'll have the final say regarding accepting settlement. After all, it's your career and reputation. Your insurance company shouldn't make that choice for you.

## ▶ PRICE

We leverage our vast underwriting and actuarial expertise to appropriately assess risk and provide you with the best price possible as you start your career.





**\$50**

**MALPRACTICE INSURANCE COVERAGE INFORMATION**

If you were a member of the American Student Dental Association (ASDA) during dental school and this is your first time in private practice, your next policy with MedPro could cost as little as \$50 for the entire year!

Must qualify for ASDA and new-to-practice credits. Product availability based upon business and regulatory approval.

## HOW TO CHOOSE THE MALPRACTICE INSURANCE COMPANY THAT'S RIGHT FOR YOU

KEY QUESTIONS	MEDPRO GROUP
<ul style="list-style-type: none"> <li>▶ Does the company offer both Claims-made and Occurrence policies?</li> </ul>	YES
<ul style="list-style-type: none"> <li>▶ Does the company offer pure consent to settle without exception where state law allows?</li> </ul>	YES
<ul style="list-style-type: none"> <li>▶ Does the company offer dentists free "tail" coverage at retirement if insured for one year <i>regardless of age</i>?</li> </ul>	YES
<ul style="list-style-type: none"> <li>▶ Does the company have a dedicated Risk Management department?</li> </ul>	YES
<ul style="list-style-type: none"> <li>▶ Does the company have a proven track record for weathering difficult economic cycles, including the Great Depression, World Wars I and II?</li> </ul>	YES
<ul style="list-style-type: none"> <li>▶ Does the company have defense expertise from insuring the entire spectrum of healthcare providers including physicians, surgeons and hospitals?</li> </ul>	YES
KEY FACTS	MEDPRO GROUP
<ul style="list-style-type: none"> <li>▶ A.M. Best rating</li> </ul>	A++
<ul style="list-style-type: none"> <li>▶ Years of malpractice experience</li> </ul>	119+
<ul style="list-style-type: none"> <li>▶ Number of states nationwide where coverage is available</li> </ul>	50
<ul style="list-style-type: none"> <li>▶ Exclusive to malpractice insurance</li> </ul>	YES
<ul style="list-style-type: none"> <li>▶ Dental trial win rate</li> </ul>	95%
<ul style="list-style-type: none"> <li>▶ Total number of malpractice claims resolved nationwide</li> </ul>	400,000+
<ul style="list-style-type: none"> <li>▶ Average experience level of dental malpractice claims specialists</li> </ul>	25 YEARS
<ul style="list-style-type: none"> <li>▶ "Rapid Response" risk management available</li> </ul>	YES

**OTHER COMPANY ANSWERS**

**OTHER COMPANY ANSWERS**

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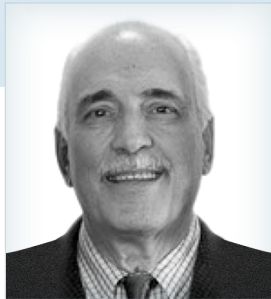
A.M. Best rating as of 7/11/2018. Total number of malpractice claims managed — MedPro Group internal data. All other data — MedPro internal data (2013- 2017). In order to qualify for a free tail, you must have a retroactive date at least 48 months prior to the date of retirement and be insured by the company for 12 months.

# Your Dedicated Dental Advisory Board

MedPro is committed to staying ahead of the curve when it comes to current trends and new developments in dentistry.

As dentistry evolves, it is our job to understand the impact on our customers. To that end, we assembled a Dental 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.



**MARIO CATALANO, DDS**

Dr. Catalano graduated from the SUNY at Buffalo School of Dental Medicine in 1967 and spent two years in the U.S. Navy before beginning his private practice in Catskill, NY, where he still practices today. He has been very involved in organized dentistry and has held positions including chairman of the New York State Political Action Committee, chairman of the American Dental Political Action Committee, and President of the New York State Dental Association. Today, he is focused on his running his dental practice, defending dentists as an expert witness in malpractice trials, and lecturing younger dentists on malpractice issues and risk management.



**LEON "STAN" STANISLAV, DDS**

Dr. Stanislav 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 is a past president of the Tennessee Dental Association (TDA), the TDA Council on Insurance, and the Tennessee Academy of General Dentistry.



**ROBERT A. STRAUSS, DDS, MD**

Dr. Strauss 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 professor and director of the oral and maxillofacial surgery residency training program at Virginia Commonwealth University/MCV Hospitals in Richmond, VA since 1987. Among his involvement in many professional associations, he is a past president of the American College of Oral and Maxillofacial Surgeons, a past president of the Virginia Society of Oral and Maxillofacial Surgeons, an Examiner with the American Board of Oral and Maxillofacial Surgery and a fellow of the American College of Oral and Maxillofacial Surgeons, the American Association of Oral and Maxillofacial Surgeons, and the American College of Surgeons.



**JASON WATTS, DMD**

Dr. Watts is a new-to-practice dentist and owner of Watts Dental in Lithia, FL. He 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, Dr. Watts 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.



**CALEB HARDMAN**

Caleb Hardman is a fourth year dental student at the University of Mississippi School of Dentistry. Before attending dental school he received his bachelors in biomedical engineering at Mississippi State University. Caleb has been heavily involved in the American Student Dental Association during dental school serving as his chapter's president as well as the chief of staff for District Five. Caleb has enjoyed learning and being part of organized dentistry and hopes to continue as he graduates in May.

# Malpractice Insurance 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 insured 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 a 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. PCFs were generally established by state law and created during the malpractice crisis of 1975–1976 to 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 a specific 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 physician'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, this 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 "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.



Take advantage of our unique coverage options and competitive pricing today.

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Must qualify for ASDA and new-to-practice credits. A.M. Best rating as of 7/11/2018. All data is MedPro Group internal data (2013-2017).



Contact our team for a quote today!



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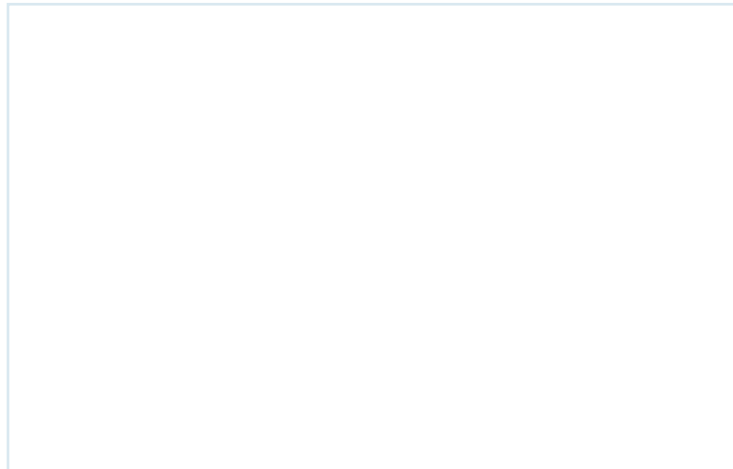
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## Dental Malpractice Insurance Survival Kit

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