Academic Dentistry: Who is responsible for cover?

THE WORK CARRIED OUT BY ACADEMIC DENTISTS IN A DENTAL SCHOOL IS OFTEN CONSIDERED SEPARATE FROM THEIR PRIVATE WORK AND THEREFORE UNRELATED TO THEIR PERSONAL INDEMNITY COVER. BUT WHO SHOULD PROVIDE COVER – THE UNIVERSITY WHO RUNS THE DENTAL SCHOOL OR THE DENTIST WHO TEACHES THERE?

This issue has been hotly debated over the past few months, with several leading universities contacting us for advice. It seems that confusion over who is responsible for providing cover stems from crossed wires between the two parties. The root of the problem is that the University believes that the dentists already have cover arranged through the Defence Union (DU) and the dentists believe the University has appropriate cover in place. It is a misconception that the NHS cover provided by the Clinical Negligence Scheme for Trusts (CNST) to academic dentists includes their University work, which it doesn’t. This means that academic dentists can often be practising without any indemnity cover, as while the University may be protected if any litigation disputes occur, the individuals involved may not be.

An additional element of this problem is that while academic dentists do purchase Defence Union cover, they do not always notify the DU of their academic work as they assume the University provides cover. The DU will only cover work that has been declared. They also require dentists to complete a new proposal form with each renewal, stating their turnover and the scope of work they do. The additional exposure of dental school work can have an adverse effect on the cost of their premiums. This is a point of contention for academic dentists, as they feel their personal cover should not be impacted by the work they do for the University.
Furthermore, there is an issue of regulatory cover. There is a concern amongst dentists that if they are put in front of a regulatory body, even for a seemingly trivial matter, their personal indemnity cover could be affected. This could also lead to a conflict of interest between the University and the individuals, as the University (acting as employer) could be the one to put them in front of a regulatory body.

So how can this issue be resolved?

Recently we assisted one of the leading London university by furnishing them with medical malpractice cover which covered not just the entity (in this case, the University) but also the individuals practising there. This removed the clause stipulating that medical practitioners are required to carry their own indemnity. We also provided the practising dentists with access to a legal helpline, which offers advice and support.