



Malpractice

PROTECTION AGAINST CLAIMS ARISING FROM YOUR PRACTICE OF DENTISTRY

As a licensed professional, you are legally responsible for the services you or your staff perform. That means you may be accused of malpractice, error or mistake while you're practising, and have to bear the significant financial consequences that can accompany those charges.

Malpractice Insurance can protect you in the event a patient makes a claim against you or your corporation arising from professional services rendered. In addition, Malpractice Insurance provides claims assistance and legal representation — all at highly economical rates.

GAIN THESE ADVANTAGES

Coverage for you and your practice against claims arising from professional services rendered

Up to \$25-million per claim coverage to a maximum of \$75-million annually

Provisions for legal representation

Extended coverage for special circumstances

The Malpractice Insurance plan is underwritten by Aviva Insurance Company of Canada.

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CDSPI

If you have questions about the plan, or would like to obtain no-cost insurance advice* from a licensed professional, please contact CDSPI Advisory Services Inc. at:

1.800.561.9401 or **cdspi.com**

* Restrictions may apply to advisory services in certain jurisdictions.

How Malpractice Insurance Protects You

Malpractice Insurance offers a range of coverage limits — you can choose the one best suited for you. You can be protected for up to \$25-million for each claim, to a maximum of \$75-million in one calendar year. And you can select a \$1,000, \$2,500, or \$5,000 deductible.

BENEFIT FROM EXPERT LEGAL REPRESENTATION

Malpractice Insurance covers more than just the potential cost of claims. In addition, the insurer provides legal representation for the insured and covers approved legal costs for malpractice actions.

BE REIMBURSED FOR TIME SPENT IN COURT

You can be reimbursed for up to \$400 per day, to a \$1,600 maximum per claim, if you are required to attend an examination for discovery, pre-trial, trial or appeal.

PAY NO PREMIUMS FOR COVERAGE AFTER YOU RETIRE, ARE TOTALLY DISABLED, OR ON MATERNITY LEAVE

The plan's non-practising status coverage provides ongoing protection for dentists against claims from incidents that occurred while you were practising — at no additional premium. If you retire, are totally disabled, or on maternity leave, you must surrender your license to be eligible for non-practising status, and your coverage will be effective as of the date you are no longer licensed. In addition, it protects your estate. Your coverage limits and deductible will be those in effect when you stopped practising.

RECEIVE EXTENDED COVERAGE IN EXCEPTIONAL CIRCUMSTANCES

Under special circumstances described in the policy, extended coverage is provided with liability limits of up to \$2-million per claim to a maximum of \$2-million annually and with a \$5,000 deductible. Examples of these special circumstances include a dentist whose coverage has been cancelled and a dentist whose licence has been suspended or revoked and who is subsequently notified of a claim arising from a situation which occurred while he or she was licensed.

The extended coverage is more limited than the plan's regular coverage and is designed to provide restricted coverage in exceptional circumstances. No memorandum of insurance is issued for this coverage.

PROTECT BOTH YOUR PERSONAL AND COMPANY ASSETS

If your practice is incorporated, your insurance covers both you and the company from claims arising from your dental practice (it should also be named on your application) if named in a lawsuit.

HYGIENISTS*, CERTIFIED DENTAL ASSISTANTS*, AND DENTAL THERAPISTS* COVERAGE

Eligible hygienists*, certified dental assistants* and dental therapists* in any province or territory who purchase their own coverage are offered a claim limit of \$2-million per claim with a \$500 deductible. A maximum of \$6-million can be paid out in one calendar year.

* See "Eligibility" for eligibility requirements.

Conditions and Limitations

Details, terms, conditions and exclusions are set out in the certificate booklet for the Malpractice Insurance plan.

Please note:

- mould/fungi and asbestos exclusions apply to the coverage
- this Malpractice coverage applies to acts or omissions committed by the insured (i) in Canada (subject to the exclusion of professional services provided by dentists in Ontario and Quebec) and (ii) anywhere else in the world where there is no applicable government statute regulating the practice of dentistry. However, the insurer is only liable for actions brought in Canada to recover for such acts or omissions
- the insurer has the right to and shall appoint legal counsel to defend the insured

Coverage does not apply to:

- claims or liability arising out of professional services provided anywhere in the world outside Canada where there is an applicable government statute regulating the practice of dentistry
- injury arising out of the performance of any criminal act
- injury arising out of the knowing violation of any law, including any acts committed by the insured after his or her licence to practice dentistry or, if the insured is not a dentist, his or her professional licence has been surrendered, cancelled, suspended or revoked
- acts by dental hygienists, assistants, nurses or therapists who are knowingly acting outside of the supervision requirements of any applicable legislation or, if there is no such legislation, are not being supervised by a licensed dentist on the dentist's premises
- losses resulting from nuclear energy losses or liabilities
- claims which the insured has knowledge of, or could have reasonably foreseen would likely arise from the services provided, prior to the date of commencement of the initial Period of Insurance for the Malpractice coverage
- claims for reimbursement of fees paid by the claimant to the insured for dental services
- claims arising from damage to or misuse of data, or to claims arising from terrorist acts or activities to prevent or respond to such acts

Note: The plan's non-practising status coverage will be provided as long as Aviva Insurance Company of Canada underwrites the Malpractice Insurance plan. Should carriers change, the availability or format of such coverage could change, but CDSPI would endeavor to negotiate with the new carrier to continue the non-practising status coverage.

Annual Premium Rates and Insurance Limits

Provincial taxes are extra where applicable under provincial laws.

| CLAIM LIMIT | DEDUCTIBLE | | |
|---|------------|------------|------------|
| | \$1,000 | \$2,500 | \$5,000 |
| \$3,000,000 per claim (maximum \$9-million per calendar year) | \$1,583.47 | \$1,528.69 | \$1,459.88 |
| \$4,000,000 per claim (maximum \$12-million per calendar year) | \$1,634.15 | \$1,579.37 | \$1,510.56 |
| \$5,000,000 per claim (maximum \$15-million per calendar year) | \$1,678.38 | \$1,623.61 | \$1,554.79 |
| \$10,000,000 per claim (maximum \$30-million per calendar year) | \$1,897.70 | \$1,842.92 | \$1,774.11 |
| \$25,000,000 per claim (maximum \$75-million per calendar year) | \$2,283.51 | \$2,228.73 | \$2,159.92 |

Note: A minimum premium of \$250 applies to all coverage regardless of the duration of time it remains in force.

PREMIUMS FOR HYGIENISTS, CERTIFIED DENTAL ASSISTANTS AND DENTAL THERAPISTS

| CLAIM LIMIT | \$500 DEDUCTIBLE |
|---|------------------|
| \$2,000,000 per claim (with an annual aggregate limit of \$6-million per calendar year) | \$97.50 |

Eligibility

You are eligible for Malpractice Insurance if you are:

- A dentist licensed to practice in Canada, outside of Ontario or Quebec. (Dentists licensed only in Ontario or Quebec must obtain malpractice insurance from their provincial licensing bodies.)
- A hygienist[†] or certified dental assistant[†] or dental nurse[†] in any Canadian province or territory who is employed by, or under contract to, and who performs dental services only when in the office of or acting under the direction or supervision of a licensed dentist
- A dental therapist[†] in any Canadian province or territory who is employed by, or under contract to, and is directly supervised by a licensed dentist.

[†] Staff members who have purchased malpractice coverage may maintain it if they change employment, as long as the new employer is a licensed dentist.

