Standard 1.8 of *Standards for the Dental Team* states:
‘You must have appropriate arrangements in place for patients to seek compensation if they suffer harm’

Our priority is that patients who suffer damage should be able to recover any money they might be entitled to through compensation, in the event of a successful claim. It is up to you to decide which method of cover would be the most appropriate to suit your needs.

The only types of cover recognised by the GDC are:

- Dental defence organisation membership – either your own membership or cover provided by your employer’s membership;
- Professional indemnity insurance held by you or your employer;
- NHS/Crown indemnity.

If you are relying on arrangements made by your employer, you must check the indemnity position with them.

You must not make any assumptions about whether or not you are covered by their arrangements – you must always check as you will have to provide proof of your cover if a patient decides to make a claim against you, or in the event that a complaint about your fitness to practise is made to the GDC.

If all your work is carried out at your employer’s workplace, then your employer should have made arrangements which cover all the relevant risks but you must check that this is the case.

We do not require you to have your own policy and / or defence organisation membership, but you might decide it is a good idea to do so. As well as providing cover against patient claims, the defence organisations also offer advice and support; particularly during fitness to practise investigations. If you have your own cover through your professional association, this might also offer support if you have a problem.

The only situation where it would be acceptable for you not to have any cover would be if the risk of a patient making a claim against you is absolutely zero. If you were challenged about this, you would need to be able to explain why that was the case and that you had reached the conclusion on a reasonable basis.
Guidance on indemnity

You must make sure you keep the position under review and take appropriate action if circumstances change.

If your situation changes (e.g. you take an extended break, or retire from clinical practice) or your arrangements change (e.g. because you move from an insurance-only policy approach to membership of a defence organisation), then you must make sure that you understand the legal implications of the changes and take appropriate steps to protect patients whose current or future claims may be affected.

Effective from 30 September 2013