



## Members of the Saskatchewan Dental Therapists Association

### Planning on taking a Break? Are you covered during an extended leave?

Your professional liability coverage obtained through your association protects you if you are brought into litigation as a result of an error or omission resulting from your professional services as a Dental Therapist (subject to the policy terms and conditions). As with any other professional liability insurance policy, your coverage is provided on a claims made basis. It is therefore necessary to assure that you have coverage in place during your time away, if you are planning on taking an extended leave.

#### Reasons for Taking an Extended Leave

- Maternity Leave
- Sabbatical
- Health Issues
- Pursuit of Continuing Education
- Retirement

### Claims-made policy form – How will your policy respond to a claim?

A claims-made policy will protect you for sums you are legally obligated to pay as a result of a claim reported during the policy period resulting from an incident that took place either during the same policy period or prior to, but after the retro-active date indicated on your certificate; so long as you were not previously aware of this incident or circumstances that could have given rise to the claim. In other words, you must have coverage in place when the claim is reported and not necessarily when the incident took place.

### Ideal Coverage

To be adequately covered during your extended leave there must be no gaps in coverage, meaning that coverage must remain in place, even if you are not currently practicing.

**If you are practicing on an occasional basis:** full active coverage must be in place.

**If you are not practicing whatsoever during your leave:** inactive coverage can be put into place at a reduced cost, covering you for litigation brought forward during your leave for incidences that may have occurred when you were working (prior to the expiry date of your last active policy).

**If you are retired:** please contact us to discuss your options.

## Ideal Solution

### **Maternity Leave: Members on maternity leave - are eligible for one free year of coverage.**

For example, the member pays renewal premium on January 31, 2012, and then goes on maternity leave May 01, 2012, there will be no return premium for that year. However, upon renewal in January 2013, the member will not be charged premium, but will still be covered when returning to work in May 2013 until January 31, 2014. At that time, the full annual premium will be due again.

### **All other eligible extended leaves of absences**

- 1 year leave of absence: Full annual premium
- 2<sup>nd</sup> year on leave of absence: 75% of annual premium
- Every subsequent year: 50% of annual premium

For example, the member pays annual premium in January of 2012. The member then decides to take leave in July to pursue continuing education. The member will continue to be covered for the remainder of the year and no return premium will be provided. Upon renewal in 2013, while the member is still on leave, there will be a premium due of 75% the annual. If the member is still on leave the following year, 50% of the annual premium will be charged. When the member returns to work mid-term, there will be no additional premium; however, the full premium will be due upon the next renewal date.

## **Claims Example:**

Sabrina is a Dental Therapist who has worked in the industry for the past three years and has purchased insurance via her association for the past three years as well. She is pregnant and will be on maternity leave for the next year. Sabrina informs her association as well as her insurer that she will not be working for the next 12 months. Inactive coverage is put into place for her until her return. Three months into her maternity leave, she receives notification that she is being brought into litigation for causing injury to a patient's mouth. The patient is claiming that he has difficulty speaking as a result of the injury. As Sabrina has secured coverage prior to her maternity leave, the insurer will respond to her claim when reported and will help Sabrina throughout the litigation process.

## **Claims Reporting:**

If during the policy period, you become aware of a circumstance which could reasonably give rise to a claim, you shall give written notice to PBL Insurance Limited (please see below for contact information), as soon as practicable and prior to the date of the termination of the policy.



**PBL Insurance Limited**  
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**Phone: 613-746-4383**  
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### **Representatives:**

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