



## Policy on the provision of financial assistance

January 2015

This document sets out the Association's policy in relation to the provision of financial assistance with legal proceedings to members with Expert tier membership. This policy does not confer any rights upon members of the Association and financial assistance will be provided at the absolute discretion of the BDA in line with the terms of this policy and the Association's Terms and Conditions of Membership, Membership Definitions and associated documents, which can be found at [www.bda.org/tsandcs](http://www.bda.org/tsandcs)

### Interpretation

"association"	the British Dental Association and any references to "we" and "us" and "our" shall be construed accordingly
"member"	a member of the British Dental Association and any references to "members" and "membership" shall be construed accordingly
"legal proceedings"	the institution of a sequence of steps by which legal judgments are invoked

### General

1. We will consider applications for financial assistance with legal proceedings from members of the Association, subject to the remainder of this policy and to the acceptance and agreement of any specific terms and conditions set by the Association.
2. Financial assistance will only be provided where the Association concludes, at its absolute discretion, that it is in the best interests of the Association, its membership or the wider dental profession.
3. Financial assistance will only be provided to members in the Expert tier of membership. Members not in the Expert tier of membership may apply for financial assistance but will be required to upgrade their membership to the Expert tier before their application will be considered.
4. We will not provide financial assistance to members in relation to matters which pre-date their current membership of the Association. A matter will be deemed to pre-date current membership if the person was not a member of the Association (in any tier) at the time the subject matter of the legal proceeding first came to their attention. Whether a matter pre-dates current membership shall be determined by the Associations at its absolute discretion.

5. Where the provision of financial assistance is agreed the Association reserves the right to insist, at any time and at its absolute discretion, on the legal proceedings being conducted in a particular way or by specified solicitors or counsel.
6. Where the provision of financial assistance is agreed and in the event of a further unrelated application for the provision of financial assistance being approved, the Association reserves the right to amend the terms of any agreement on notice to the Expert member at any time in order that the Association's financial contribution is apportioned between the Expert member and any other member or members at the Association's absolute discretion.
7. We will not consider applications for financial assistance if funding has been secured by other means, such as legal expenses insurance or professional indemnity cover. Where the provision of financial assistance is agreed the Expert member will notify the Association immediately in the event that agreement for financial assistance is provided by any other source. In the event that financial assistance is provided by any other source the Association, at its absolute discretion, reserves the right to reduce or withdraw the provision of financial assistance.

#### Member responsibilities

8. We will only consider applications for financial assistance where there is agreement by the Expert member to:
  - provide the Association with all relevant personal financial information regarding the Expert member or their company as deemed necessary by the Association; and
  - maintain confidentiality about the financial assistance offered by the Association; and
  - provide consent for the Association to publish at its full discretion communications about its financial support, including reference to details about the legal proceedings and its progress or outcome, but without specific reference to the Expert member or their company without prior consent; and
  - provide the Association with regular updates on the progress of the legal proceedings; and
  - provide consent for their solicitor and/or counsel to provide updates and documentation relevant to the proceedings to the Association on request; and
  - receive the approval of the Association before changes to the conduct of the legal proceedings are made.

#### Withdrawal of agreement to provide financial assistance

9. The Association has the right to withdraw the provision of financial assistance at any time, in the event that:
  - the Association concludes, at its absolute discretion, that the conduct or nature of the legal proceedings are or become contrary to the interests of the Association,

its membership or the wider dental profession, or an individual member or members of the Association; or

- the Expert member withdraws from Expert membership of the Association; or
- the Expert member fails to comply with the terms of this policy or the requirements of any specific agreement reached between them and the Association; or
- the Expert member receives agreement for the legal proceedings to be funded by means other than their personal contribution or a contribution by their company; or
- any other legal proceeding is initiated or concluded which, in the opinion of the Association and at its absolute discretion, adversely affects the outcome of the case; or
- any circumstances arise that, in the opinion of the Association and at its absolute discretion, adversely affect the prospects of success of the case; or
- the Expert member elects to make any associated claim or counterclaim against another dentist who is a member of the Association; or
- the Association does not receive timely communications or information and documentation from the Expert member when requested.

## Complaints

10. Any member who is not entirely satisfied with the Association's response to an application for financial assistance is encouraged to contact us. A copy of our complaints policy is available [here](#), by contacting Advisory Services, British Dental Association, 64 Wimpole Street, London W1G 8YS or by calling 020 7935 0875.