

Dental Malpractice Insurance Survival Kit





The little kit for a big career.

As you transition from transcripts and clinical requirements to resumes and dream job interviews, creating a foundation for a life-long career is crucial to your success. This includes protecting yourself and your craft with malpractice insurance - that's where this guide comes into play.

I admit as a recent graduate, malpractice wasn't my primary focus, but I later learned it was certainly part of my journey to building a successful first year as a dentist. MedPro has been an essential part of paving my path as a healthcare professional. They have been there through my transition from a bushy-tailed 4th year dental student to a practicing dentist.

MedPro is the largest dental malpractice company in the country and is nationally trusted by thousands of dentists. And lucky for us, they have created the perfect guide to help you jumpstart your career. Keep it handy for all your must-know questions on malpractice insurance and know that MedPro has your back.

Treating patients is a privilege. Be smart. Protect yourself. And become the best dentist for your patients.

Warmest regards,

TARA ABOUMAHBOUB, DMD

MedPro Advisory Board Member

Welcome to a crash-course on malpractice insurance!

Follow the topics in order or jump around at your own pace. And if you have any questions, don't hesitate to contact your MedPro Group rep or insurance agent.

| THE BASICS | |
|-----------------------------------|----|
| Malpractice 101 | 4 |
| Buying Insurance | 6 |
| UNDERSTANDING YOUR POLICY | |
| Policy Types | 8 |
| Limits | 10 |
| Tail Coverage | 14 |
| Consent to Settle | 16 |
| CHOOSING YOUR MALPRACTICE CARRIER | |
| Financial Strength | 20 |
| Risk Management Resources | 21 |
| Claims Defense | 23 |
| MEET MEDPRO GROUP | |
| Who We Are | 25 |
| Dental Advisory Board | 27 |
| NEXT STEPS | |
| Comparing Your Options | 30 |

Take a shortcut!

Start your career off on the right foot—with comprehensive coverage and affordable premiums.

REQUEST A QUOTE

Malpractice Insurance 101

The word "malpractice" refers to a deviation from the standard of care that leads to patient injury or death. Basically, it's the word we use when something goes wrong.

What is malpractice insurance?

Malpractice insurance helps protect you if someone files a lawsuit against you. Lawsuits are a reality of practicing dentistry, but with the right policy, you can manage risk while providing the best care.

Why do I need malpractice insurance?

In most states, the law requires that dental professionals carry malpractice insurance. During dental school, you were likely insured through your university. After you graduate, you'll need to get your own malpractice insurance.

Many dentists who haven't had a lawsuit think it won't happen to them, or that only "bad" dentists get sued. Unfortunately, that's not the case. It is possible to be served with a frivolous lawsuit even if you did nothing wrong.

The average dental malpractice payout is about \$92,300.¹ And that's just the payment to the plaintiff. Once you add in defense costs, which can be tens of thousands of dollars, it's easy to see why you'd rather have your insurance carrier pay the bill instead of you.

Watch the video.

Learn the basics of malpractice insurance.

CLICK HERE TO WATCH

 $1\ \mathsf{National}\ \mathsf{Practitioner}\ \mathsf{Data}\ \mathsf{Bank}\ \mathsf{Public}\ \mathsf{Use}\ \mathsf{File}, \mathsf{December}\ \mathsf{31}, 2020.\ \mathsf{Five-year}\ \mathsf{average}\ \mathsf{2016-2020}.$

A malpractice claim can really cost you. That's why choosing the right insurance is so important for you and your practice.

Major Dental Malpractice Verdicts from the Past 10 Years²

\$17.5 M

Patient had stroke during extractions at VA Hospital

\$4.5 M

Overfill of sealer during a root canal resulted in patient having chronic pain

\$2 M

Improper treatment of caries under crown resulted in perforated tooth, infection and endocarditis

\$3.74 M

Extraction and failure to diagnose infection, resulting in necrotizing fasciitis



DID YOU KNOW?

A dentist will face at least one claim throughout an average career.³

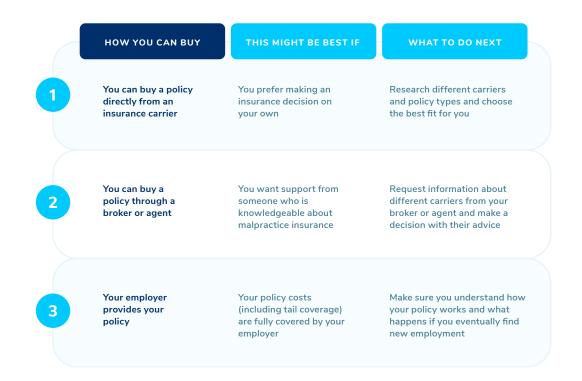
How do you buy malpractice insurance?

An insurance carrier issues your policy and is responsible for providing your coverage.

You can buy your policy through an agent or broker, or directly from a carrier.

When you're purchasing insurance through an agent or broker, they may offer you a set of quotes from various carriers that you can choose from. So, while agents can facilitate your policy purchase, carriers provide the actual coverage.

How you buy malpractice insurance varies depending on your situation. For example, a dentist with their own practice will purchase insurance differently than a dentist employed by a large group.



Watch the video.

Hear about the different paths to buying insurance.



Once you understand a bit about malpractice insurance and how to buy it, you're ready to start considering what kind of policy you need.

Policy Types: You (Should) Have Two Options

When it comes to malpractice insurance, you have two coverage options: **Occurrence or Claims-made.** If you're choosing your own insurance, you'll need to decide which type will offer you the best protection throughout your career and into retirement.

Occurrence coverage protects you from the day you purchase the policy and beyond, even if you retire, take a leave of absence, or cancel the policy.

You have **OCCURRENCE COVERAGE** for something You are sued during that happened the policy during the policy period. Your policy protects you! for something sued after that happened the policy during the period policy period. Your policy protects you!

Claims-made coverage only protects you during the year you have the policy, like health insurance. So if you choose Claims-made, you'll need tail coverage for continued protection after you cancel the policy. (Keep reading for more on tail coverage.)



Watch the video.

Learn about how policy types affect your coverage.

See how your coverage changes based on what type of policy you have.

Dr. A and Dr. B both started working right after dental school. Dr. A purchased an Occurrence policy while Dr. B purchased Claims-made. Both dentists had been practicing for three years when they received their first lawsuits.

In year three, Dr. A was sued by a husband and wife. Dr. A treated the husband in year one and the wife in year two. In year three, the couple decided they were unhappy with Dr. A's treatment and named her in two malpractice lawsuits.



Dr. B had a similar situation. He was sued by a family for the treatment he provided to a sister and brother. He treated the sister in year one and the brother in year two. In year three, the family named Dr. B in two malpractice lawsuits.



How did the dentists' malpractice insurance differ?

Because Dr. A purchased an Occurrence policy each year after dental school, the policy she purchased in year one covered her for the husband's claim and the policy she purchased in year two covered her for the wife's claim. Remember, Occurrence policies respond based on when treatment occurred, regardless of when the claims were filed. Because of this, Dr. A had two policies, and two sets of limits, available to cover the claims.



Dr. B had a Claims-made policy after dental school, and therefore, because both claims were made against him in year three, he had to rely on the single policy, and single set of limits, he purchased in year three to cover both claims made against him.



Limits: Your Coverage in Dollars

The limits of your policy really matter, because they determine how much your insurance carrier may pay in the event of a claim. The policy limits are the maximum amount an insurer is willing to pay for claims filed against you.

Your policy limits are written as two numbers

\$1M / \$3M

The total amount your insurer will pay for each claim filed against you.

The total amount your insurer will pay if you get multiple claims filed against you in one policy period.

Policy limits work differently depending on your coverage:

CLAIMS-MADE POLICY LIMITS

How the limits work:

For Claims-made coverage, your policy limits expire at the end of every year.

What that means for you:

If you don't renew your policy each year, you won't be protected for any claims filed against you, even if the incident happened in the past when you did have coverage.

OCCURRENCE POLICY LIMITS

How the limits work:

For Occurrence coverage, your policy limits never expire.

What that means for you:

If someone files a claim against you, your Occurrence policy from the year of the incident will cover you. Each year you renew your policy, you have a new set of limits in place for future protection of that year.

Watch the video.

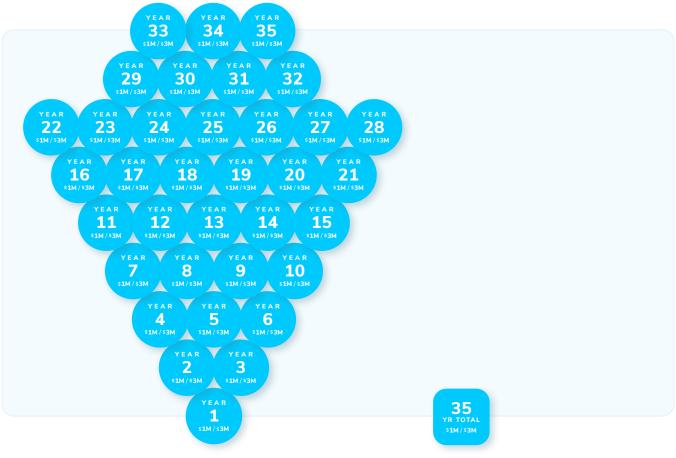
Understand how policy limits really work.

How do your limits play out?

Over the course of a 35-year career, a general dentist will treat around 115,000 patients.⁴ That's 115,000 opportunities for a malpractice claim.

With a Claims-made policy, only a single set of limits is available at any point to cover the dentist from claims that could arise from the patients they saw both in the current year, and every year prior.

But if the same dentist had purchased Occurrence coverage each year for the same 35-year period, they would have 35 separate sets of limits over the same time span — one to respond for each policy year.



OCCURRENCE

Limits available to you after 35 years of purchasing Occurrence coverage. Subject to any payments of claims.

CLAIMS-MADE

Limits available to you after 35 years of purchasing Claims-made coverage. Subject to any payments of claims.

4 American Dental Association, Health Policy Institute, Surveys of Dental Practice. Average Number of Patient Visits per Dentist 2019.

Patient Compensation Funds

What is a Patient Compensation Fund, and how does a state-mandated cap on damages affect policy limits?

A number of states have established a Patient's Compensation Fund (PCF), which is designed to increase availability and/or affordability of malpractice insurance. Of those states, Indiana and Louisiana have unique policy limit options for dentists participating in the PCF.



POLICY LIMITS \$500,000/\$1,500,000 FUND LIMITS \$1,300,000

INDIANA

Dentists in Indiana are insured by a malpractice insurance company for \$500,000 per claim/occurrence and \$1.5 million in the aggregate limit. If you participate in the PCF, you also receive an additional \$1.3 million per claim/occurrence from the PCF.

Fund policy limits as of 7/1/2021.



POLICY LIMITS \$100,000/\$300,000 FUND LIMITS \$400,000

LOUISIANA

Dentists in Louisiana purchase malpractice insurance with a \$100,000 per claim/occurrence limit and \$300,000 aggregate limit from an insurance company. If a claim arises with damages above these amounts, the PCF will provide excess coverage up to \$400,000, plus medical expenses.

Are there any other states with limit requirements?

Yes, many other states require minimum limits of liability for dentists. In some states, minimum limits are not required, but maximum damages caps are set. Make sure to ask your agent or carrier if your state has specific requirements.

What limits do I need for my practice?

It's important to know that, just like you, your practice can be named in a malpractice lawsuit. If you plan on owning a practice, you should consider two important entity coverage options: separate limits or shared limits.

one

Separate Limits Coverage

If you own all or a portion of your practice, you may qualify for an entity malpractice insurance policy with separate limits. This allows defense costs and indemnity payments to be paid on behalf of your practice — separately from your individual policy limits.



Shared Limits Coverage

If you have a solo corporation and have no employed or contracted dentists, then you may choose to share your individual policy limits with your practice. This means defense costs and indemnity payments will be paid on behalf of both you and your practice under one shared set of limits.



KEY TAKEAWAY

There are a lot of factors to consider when choosing limits. Are you performing high-risk procedures? Does your state or county have a history of malpractice litigation? What kind of insurance does your employer have? It's best to talk to your agent or a representative from your insurance carrier to make sure that your limits are adequately matched to your level of risk.

Understanding Tail Coverage

With a Claims-made policy, your protection ends at the end of the policy term. This means that if someone files a claim against you after you've retired or during a leave of absence, you will have no protection, even if you were covered when the incident happened.

For this reason, most people with Claims-made policies need to buy tail coverage to cover the "tail" of liability left behind them after their policy ends. Tail is not necessary for an Occurrence policy, since the coverage never expires.





Will my carrier give me tail coverage?

Many insurance companies offer free tail coverage, which could make a Claims-made policy less expensive than an Occurrence policy. If this seems too good to be true, that's because it may be.

A lot of the time, insurers only provide tail coverage for free with these stipulations:

- The tail coverage will only be free once you fully retire
- You often need to be a certain age to retire and receive free tail coverage
- The tail coverage will only be free if you die or become disabled



KEY TAKEAWAY

If you want to eliminate the complexities involving tail coverage, consider purchasing an Occurrence policy.

Common Circumstances that Require the Purchase of a Tail

D BOARD COVERAGE

You will likely have coverage offered to you at no cost for your board exam. If this policy is not an Occurrence policy, you will need tail coverage after the policy's termination (to cover any exposures during your board exam). Not having tail coverage means not being protected if a claim is filed after the policy period expires.

RESIDENCY

If you decide to return to school for a residency program, you will likely be covered by the university. If so, you could cancel any coverage you have for your current practice. However, if you are insured under a Claims-made policy, you will have to purchase tail coverage to cover any years spent in practice.

DEAVE OF ABSENCE

You may want to terminate coverage while taking a leave of absence from practice. If you have a Claims-made policy, it may require the purchase of tail coverage. Examples of a leave of absence include parental leave, poor health, a sabbatical and medical mission trips.

RELOCATION

If you move to a state where your insurance company does not offer coverage or where the cost of malpractice insurance is significantly lower than the original state, you may need to purchase tail coverage.

MOBILITY

An increasing number of new graduates are joining group practices. The policies provided are often Claims-made, and the average length of employment with these organizations is three years.⁵ You may be required to buy tail coverage when you leave the group, unless your new employer commits to pay for tail coverage in your employment contract or another insurance company covers your prior acts.

NON-RENEWAL

If your insurer does not renew your policy, you may need to purchase a tail policy to maintain coverage for all procedures performed during the Claims-made coverage.

FACULTY

What if you leave private practice to work for a university? In order to ensure coverage for procedures performed during your time spent in private practice, you must purchase tail coverage if you were insured under a Claimsmade policy.

Consent to Settle

When you're faced with a malpractice claim you usually have two options — settle (pay the demand) or go to trial. Depending on the circumstances, there are many reasons why you may want to take either path.

That's why the consent provision in your malpractice insurance policy is so important. This is the part of your policy that decides who has control over settling a claim — you or your carrier.

Ask to see your malpractice policy's consent provision firsthand to make sure there are no exceptions. Here's an example of what a pure consent provision (from MedPro Group) looks like:

- 2 payment of damages (BUT WILL DEFEND) in any claim for damages if said damages are in consequence of the performance of a criminal act or willful tort or sexual act;
- 3 any vicarious liability of the Insured arising out of membership or participation in a partnership;
- 4 any liability of any corporation or association of which the Insured is an owner or shareholder or of which the Insured has any financial interest;
- 5 any liability covered under a workmen's compensation, automobile, fire or general liability policy;
- 6 any punitive damages or damages over and above actual compensatory damages, which may be assessed against the Insured.
- B Upon receipt of notice the Company shall immediately assume its responsibility for the defense of any such

D The Company shall not compromise any claim hereunder without the consent of the Insured.

a jua, kent hereunder, but shall not be liable for more than a pro rata share of interest payments on appealed judgments.

D The Company shall not compromise any claim hereunder without the consent of the Insured.

E Except as respects the cost of defense provided under paragraph B and the premium on any bond furnished under paragraph C, the Company's liability is limited as follows: Regardless of the number of (a) insureds or interests named in this contract or any endorsement or (b) persons or organizations who sustain damages or (c) claims made or suits brought on account of such injury or damage or (d) the number of policy years involved or (e) the imposition of prejudgment interest on any final adjudication against the insured, the Company's total liability for damages including prejudgment interest shall not exceed the stated amount for any one occurrence and, subject to the same limit for each occurrence, the Company's total liability during any one policy year shall not exceed the stated annual aggregate.

Furthermore, for the purpose of determining the Company's liability, the following shall be considered as arising from one occurrence:

- a) all injury resulting from a series of acts or omissions in rendering professional services to one person and
- b) all injury arising out of continuous or repeated exposure to substantially the same general conditions.

Upon the following conditions:

- 1 The Insured shall notify the Company, at its General Offices, Fort Wayne, Indiana, or its agent, as soon as possible, of any threatened claim, with full information relative to the services rendered; and in event such claim is filed in court shall immediately forward any and all summons or process served together with the original or a copy of any and all other papers relating to said claim.
- 2 The Insured shall not (a) make any hold harmless agreements or contract any expense nor voluntarily assume any liability in any situation nor (b) make or contract any settlement of a claim hereunder, except at his own cost and responsibility, without the written authorization of the Company. The Insured shall at all times fully cooperate with the Company in any claim hereunder and shall attend and assist in the preparation and trial of any such claim.

Watch the video.

Learn what to look for in a consent provision.

While some carriers advertise "full consent," their policies may contain exceptions that actually take away your right to settle in different situations.

COMMON EXCEPTIONS TO CONSENT TO SETTLE

If any of the following are in your policy, you don't have a pure consent to settle provision.

01

UNREASONABLE

You have consent authority, unless the insurance company deems you unreasonable in withholding your consent. 04

BINDING ARBITRATION

You have consent authority unless the company disagrees, at which time they submit your refusal to consent to binding arbitration.

02

UNAVAILABLE OR CANNOT BE LOCATED

You have consent authority unless the company cannot locate you or you are otherwise unavailable at the time of settlement or jury trial.

05

NO LONGER INSURED BY THE COMPANY

You have consent authority unless you are no longer insured by the company at the time settlement or trial occurs.

03

BOARD APPROVAL

You have consent authority as long as the company's review panel or board agrees with you that your performance met the standard of care. If they disagree, the board assumes consent authority on your behalf.

06

LICENSE SUSPENDED

You have consent authority unless your professional license has been suspended, revoked or surrendered at any time during the claim process.

07

DECEASED OR INCOMPETENT

You have consent authority unless you are deceased or deemed incompetent.



KEY TAKEAWAY

Make sure to check that your carrier really does have pure consent because being forced to settle a claim can really impact your reputation and career.



Now that you know what to look for in a policy, your next decision will be choosing an insurance carrier.

Your carrier is the company that actually underwrites your policy and pays out claims on your behalf.

Are all carriers virtually the same?

Definitely not! There are important differences between the top malpractice carriers. From years of experience to success in the courtroom to independent ratings, it's important to compare your carrier choices. Here are three big differences between carriers to consider.

Ask yourself:

What is their financial strength?

How to evaluate it:

Your insurance carrier should have the financial resources to protect you in the worst-case scenario. You can check a carrier's financial strength rating through independent agencies.

Ask yourself:

Do they provide risk management resources?

How to evaluate it:

Your insurance carrier shouldn't just help you defend claims; they should help you avoid them. Make sure your carrier offers materials and advice for reducing risk, which will help you make your practice safer.

Ask yourself:

Are they experienced in claims defense?

How to evaluate it:

Your carrier should have a record of strong malpractice litigation. You should look at their trial win rate, the number of claims they've managed since their founding, and how many claims they've closed without payment. All of these numbers should be high.

Watch the video.

See what you should consider when it comes time to choose a carrier.

Financial Strength

A company's financial strength is directly tied to your protection as an insured. Without ample financial resources, your insurance carrier won't be able to pay out claims and offer you the strongest defense possible.

How can you tell if a carrier is financially strong?

Independent rating agencies like A.M. Best and Standard & Poor's issue annual credit ratings that evaluate the financial stability of insurance carriers. The higher the rating, the more stability they have.

A carrier's third-party rating is important because it indicates the level of financial resources they have to defend you.

How do you know if a carrier can pay out claims?

Fighting a lawsuit or claim can be expensive. One sign that your carrier has the financial capital to defend you is if they pay for defense costs outside of your limits.

That means all costs for your claim (lawyer's fees, expert witnesses, etc.) will be paid for by the company and won't drain your policy limits should you need them to settle or payout in the event of a plaintiff verdict.

A malpractice lawsuit can cost you more than just money. You could also lose:

- Good employees
- > Long-term patients
- > New market opportunities
- > Highly qualified associates/partners
- Income potential

That's why you need a carrier with the financial strength to defend you fiercely, without pinching pennies or cutting corners.

Risk Management Resources

As a dentist, you often wear many hats — both as a business owner and a healthcare provider. It can be hard to maintain all of your responsibilities while also managing your risk for malpractice claims. That's why risk management tools are so important for you and your practice.

How can your carrier help with risk management?

The ideal malpractice carrier will offer a variety of dental specific risk services that provide timely and meaningful support to you and your practice.

Make sure that your carrier can offer you the following:



Experienced dental risk

consultants available online or over the phone

Continuing Education

and on-demand webinars

Risk resources

including consent forms, articles, and assessments



KEY TAKEAWAY

Ask to see a carrier's full breakdown of risk management services.

This can be a huge value-add to your policy.

Watch the video.

Learn how to evaluate a carrier's risk resources.

How can you use risk management?

Many times, dentists call their malpractice companies' risk management teams when an area of concern presents itself. Here are a few scenarios in which a risk management team should be able to provide you with guidance:

DEALING WITH AN ADVERSE EVENT

While doing a routine filling, a portion of a burr breaks off and cannot be located. How should this be handled from a risk management standpoint?

DENTAL RECORDS MANAGEMENT

A dentist is running out of storage space and wants to dispose of dental records for some inactive patients. Can this be done, and if so, how should it be completed?

O CHILD CUSTODY AND TREATMENT

A dentist is treating an 8-year-old child of divorced parents for several caries. The mother has been compliant with the dentist's instructions, including keeping all appointments. The father of the child has called the office and stated he does not want the child to receive any further dental treatment. May the dentist continue to treat the child?

REFERRAL TO A SPECIALIST

A general dentist has a patient in her fifties who has a non-vital tooth that requires endodontic treatment. The general dentist wants to refer the patient to an endodontist because of the complicated root structure, but she is insisting that he perform the procedure rather than making the referral. Should the general dentist perform the procedure?

DISGRUNTLED PATIENT

An elderly patient is dissatisfied with the appearance of a bridge constructed by the dentist, and several revisions have still not satisfied her. The dentist wants to refund her money and discharge her from the practice. How can this be accomplished?

ONCOMPLIANCE WITH RECOMMENDATIONS

A dentist has a patient who has worsening periodontal disease as a result of his poor oral hygiene and noncompliance with the dentist's recommendations. The dentist wishes to discharge this patient from the practice even though he needs continuing care. How can this be accomplished without the potential of abandoning the patient?

Claims Defense

Do all insurance companies handle the defense of malpractice claims the same way?

The short answer is no. It is extremely important to select a malpractice insurance carrier that has expertise in malpractice litigation. The carrier should understand the venue, specific state laws, as well as clinical practice standards in your state.

The successful defense of malpractice lawsuits requires a claims team with:

- An understanding of the scope of malpractice as determined by professional societies and/or state licensure boards
- A grasp of technical clinical concepts
- Access to highly qualified experts
- The financial resources necessary to aid an aggressive defense
- Expert knowledge of the law



DID YOU KNOW?

Many claims made against dentists are actually based on situations where the dentist had the patient's best interest in mind and did not deviate from the standard of care.

Watch the video.

Learn why not all claims defense teams are created equal.



Allow us to introduce ourselves.

Once you understand a bit about malpractice insurance and what to look for in a carrier, you're ready to go shopping. You'll quickly find there are a lot of options out there, and they might seem pretty similar. But we're the exception.

MedPro Group (the carrier behind this kit) has been the industry standout for decades. We're proud to be "the only one" in a lot of different categories.

We're the only one that's been in business for over a century. The only one to insure one out of two graduating dentists. And the only one with the financial strength and reliability you need.

We know you're looking for the one carrier that will be there for you, and we hope it's us.

See how we support dentists like you every step of the way.



Dental school

We partner with ASDA to offer education and support for students during school—including free externship coverage.



Residency

Find your niche, with affordable moonlighting coverage and free risk resources.



Starting your career

Our \$50 first-year policy is just one of the reasons one out of two new dentists choose us.



Throughout Your Career

No matter what comes your way, practice confidently with our risk and claims support.



Retirement

Retire from practice knowing your career is covered.

More reasons you should feel good about us.

FINANCIAL STRENGTH

MedPro has 120+ years of experience and the highest financial strength rating in the industry (A++ by A.M. Best). As a Berkshire Hathaway company, you can rest assured that we'll be ready and able to protect you and your colleagues for the rest of your careers.

FLEXIBILITY

We offer coverage nationwide, allowing you to move anywhere in the U.S. without interrupting your coverage. This gives you the flexibility to have the strongest coverage no matter where your career takes you.

PURE CONSENT TO SETTLE

If a claim goes to trial, you'll have the final say regarding accepting settlement. After all, it's your career and reputation. Your insurance company shouldn't make that choice for you.

CLAIMS DEFENSE

We have an unmatched claims record and use only the best local defense counsel. Rest easy knowing that we win 95% of dental claims that go to trial.

RISK RESOURCES

We don't just defend claims, we actively work to prevent them. With a wide pool of dental risk resources at your fingertips, you and your practice will have daily support against malpractice risk.

PRICE

We leverage our vast underwriting and actuarial expertise to appropriately assess risk and provide you with the best price possible as you start your career—including a \$50 first-year policy.



MedPro has exceeded all of my expectations. Their approachable team and helpful survival kit empowered me to make clear and informed decisions on both my malpractice insurance policy and carrier. I am excited to start my dental career and have peace of mind knowing that I have the support of MedPro.

CAMERON CAMPBELL, DDS
MEDPRO GROUP POLICYHOLDER

Led by Your Peers: Your Dedicated Dental Advisory Board

MedPro is committed to staying ahead of the curve when it comes to current trends and new developments in dentistry.

As dentistry evolves, it is our job to understand the impact on our customers. To that end, we assembled a Dental Advisory Board comprised of leaders throughout the spectrum of the dental industry.

Together, MedPro and our Advisory Board work to ensure that the products and services we offer continue to meet the needs of today's dentists.



MARIO CATALANO, DDS

Dr. Catalano graduated from the SUNY at Buffalo School of Dental Medicine in 1967 and spent two years in the U.S. Navy before beginning his private practice in Catskill, NY, where he still practices today. He has been very involved in organized dentistry and has held positions including chairman of the New York State Political Action Committee, chairman of the American Dental Political Action Committee, and President of the New York State Dental Association. Today, he is focused on running his dental practice, defending dentists as an expert witness in malpractice trials, and lecturing younger dentists on malpractice issues and risk management.



MARC LEFFLER, DDS, ESQ

Dr. Leffler received his D.D.S. degree from Columbia University in 1982, after which he completed residency training in oral and maxillofacial surgery at Bellevue Hospital Center/ New York University, subsequently becoming board-certified in oral and maxillofacial surgery. He practiced oral surgery in both office and academic settings, supervising the training of residents and dental students in out-patient anesthesia, orthognathic surgery, dentoalveolar surgery, and emergency management of medically compromised patients. Dr. Leffler then received his law degree from New York Law School and practiced trial law in New York, having represented dentists and dental specialists in dental malpractice litigation, dental board disciplinary actions, and peer review proceedings. He is currently a dental and oral and maxillofacial surgery consultant for MedPro. Outside of professional activities, he serves as a United States Coast Guard Auxiliary Flotilla Commander and as a marathon guide runner for disabled athletes who are members of Achilles International, for which he also sits on the Board of Directors of its New Jersey Chapter.



LEON "STAN" STANISLAV, DDS

Dr. Stanislav graduated from the University of Iowa School of Dentistry in 1977. He spent two years in the U.S. Navy Dental Corps prior to beginning private practice in Clarksville, TN, where he still practices today. Throughout his career, Dr. Stanislav has been very involved in organized dentistry. He is a past president of the Tennessee Dental Association (TDA), the TDA Council on Insurance, and the Tennessee Academy of General Dentistry.



ROBERT A. STRAUSS, DDS, MD

Dr. Strauss graduated from the University of Buffalo School of Dentistry in 1979. He acquired his residency experience in anesthesiology and oral and maxillofacial surgery at the Michael Reese Medical Center in Chicago. He has a background in academics and private practice and has served as the professor and director of the oral and maxillofacial surgery residency training program at Virginia Commonwealth University/MCV Hospitals in Richmond, VA since 1987. Among his involvement in many professional associations, he is a past president of the American College of Oral and Maxillofacial Surgeons, a past president of the Virginia Society of Oral and Maxillofacial Surgeons, an Examiner with the American Board of Oral and Maxillofacial Surgery and a fellow of the American College of Oral and Maxillofacial Surgeons, the American Association of Oral and Maxillofacial Surgeons, and the American College of Surgeons.



TARA ABOUMAHBOUB, DMD

Dr. Tara Aboumahboub was born and raised in South Florida. She received her Bachelor's degree in biotechnology and minor in nutrition from the University of Florida. Prior to dental school, she spent several years in the immunology lab at the University of Florida College of Dentistry. She then completed her dental training in Boston at Tufts University School of Dental Medicine, having achieved the highest level of clinical competency and success.

During her training, Dr. Tara treated patients with a multitude of backgrounds and medical complexities. She traveled and trained internationally, where she developed a deep understanding of healthcare disparities and recognized the opportunity to provide care for a community. She brings that same passion to her every day care here in the U.S. She attributes her keen eye for perfection to her artistic and aesthetic background. She prioritizes making connections with every patient that sits in her chair. Dr. Tara strives to advocate for and educate patients as well as practice evidence-based dentistry.

Today, Dr. Tara is caring for patients in private practice as a general dentist in Cincinnati, Ohio and runs her social media page, Dentara, to help patients build confidence in their smile and overall health. She is also a member of the Ohio Dental Association and proudly a constituent of the IgniteDDS family. Dr. Tara continues to grow professionally and personally as she navigates the various opportunities the dental field has graciously brought forth.



Let's put it all together.

You can use this chart to help compare carriers using all of the topics we've covered in this kit.

| KEY QUESTIONS | MEDPRO GROUP ANSWERS |
|---|----------------------|
| | |
| Does the company offer both Claims-made and Occurrence policies? | YES |
| Does the company offer pure consent to settle? | YES |
| • Does the company offer dentists free "tail" coverage at retirement if insured for one year regardless of age? | YES |
| Does the company have a dedicated Risk Management department? | YES |
| Does the company have a proven track record for weathering difficult economic cycles, including the Great Depression, World Wars I and II? | YES |
| Does the company have defense expertise from insuring the entire spectrum of healthcare providers including physicians, surgeons and hospitals? | YES |

| KEY FACTS | MEDPRO GROUP ANSWERS |
|---|----------------------|
| A.M. Best rating | A++ |
| Years of malpractice experience | 120+ |
| Number of states nationwide where coverage is available | 50 (+D.C.) |
| Exclusive to malpractice insurance | YES |
| Dental trial win rate | 95% |
| Total number of malpractice claims resolved nationwide | 500,000+ |
| Average experience level of dental malpractice claims specialists | 25 YEARS |
| Risk management consultants available online or over the phone | YES |
| | |

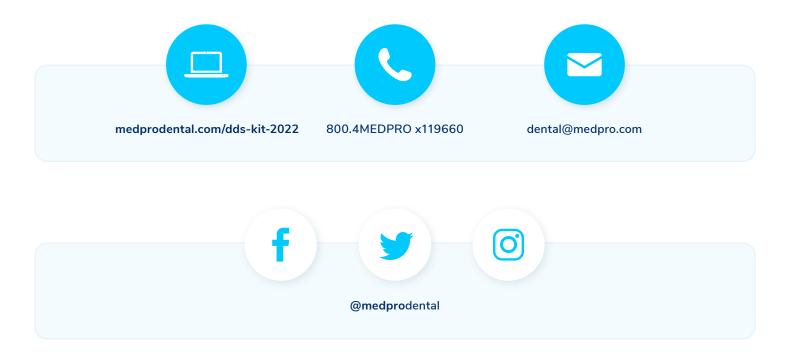
| COMPANY | COMPANY | COMPANY |
|---------|---------|---------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

| COMPANY | COMPANY | COMPANY |
|---------|---------|---------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Your first policy could be \$50.

If you were an American Student Dental Association (ASDA) member during dental school, your first policy with MedPro could cost as little as \$50!

Connect with us to request a quote and discover why more new dentists choose MedPro Group for their malpractice insurance than any other carrier.





Whatever the next step is in your career, we've got it covered.



5814 REED RD • FORT WAYNE, IN 46835 • 800.4MEDPRO x119660

In order to qualify for a free tail, you must have a retroactive date at least 48 months prior to the date of retirement and be insured by the company for 12 months. ASDA and new-to-practice discount qualification required for \$50 policy. A.M. Best rating as of 6/30/2021. Standard & Poor's rating as of 9/29/2021. All data is derived from MedPro Group records and calculations; claims data range is2012-2021 unless otherwise indicated. MedPro Group is the marketing name used to refer to the insurance operations of The Medical Protective Company, Princeton Insurance Company, PLICO, Inc. and MedPro RRG Risk Retention Group. All insurance products are administered by MedPro Group and underwritten by these and other Berkshire Hathaway affiliates, including National Fire & Marine Insurance Company. Product availability is based upon business and/or regulatory approval and may differ among companies. © 2022 MedPro Group Inc. All Rights Reserved. Dental-211245