



Indian Orthodontic Society

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Dr.Sridevi Padmanabhan

Hon. Secretary IOS,
Dental Associates,
No.1, Lakshmi Apartments,
44, Giri Road,
T.Nagar, Chennai-600017.

IOS LAUNCHES ITS MEMBER BENEFIT PROGRAMMES

1.IOS CARE - A Member Welfare Program

The Management Committee of the IOS on recommendation from the IOS Member Benefit Committee & on deliberation and approval at the 54th AGM, has decided that the IOS will give the nominee of the IOS Life Members a sum of Rupees Two lakhs on demise of the member. This is a member welfare policy wherein the family of the deceased is paid this amount as a gesture of goodwill, a helping hand to the family and to send a message that the Society cares for its members.

THIS INVOLVES NO CONTRIBUTION FROM THE MEMBER .

All that we request is that IOS members stay connected and keep their details updated on www.iosweb.net so that the IOS Headoffice and the member benefit committee may contact you for the necessary documentation and follow up. Once the contact details are updated on the website please keep the Headoffice informed by writing to iosoffice2019@gmail.com with subject heading **MEMBER DETAILS UPDATED**. Kindly do this at the earliest if not already done.

2.IOS PROTECT- Professional Indemnity Scheme.

IOS has tied up with 'The New India Assurance Company' for the 'Professional Indemnity Scheme'. It is a **master Indemnity policy** issued in the name of **Indian Orthodontic Society** and covers only members registered under the scheme. This scheme involves an annual premium of a nominal amount and requires to be renewed every year. Details of **IOS PROTECT** and the application form for the same may be found in attachments 2 & 3.

Members who have paid an amount for previously launched IOS member benefit schemes may contact the chairman of the Member Benefit programme /Joint Secretary Dr.Gnanashanmugham at jointsecretaryios@gmail.com for refund/ redirection of the funds. IOS wishes its members a Healthy and Happy 2020!

Dr.Sridevi Padmanabhan
Hon.Secretary ,IOS



IOS PROTECT

THE PROFESSIONAL INDEMNITY SCHEME

1. PREAMBLE

*Indian Orthodontic Society was started in the year 1965 with an important objective to promote and safeguard the interests of the orthodontists in India. The management Committee of IOS over the years had put in a lot of thought and effort towards that direction and established a separate program for the members called the Member Benefit program of IOS (MBP-IOS). The Committee on behalf of IOS had proposed few schemes for the members and one of the most important among these is the '**IOS PROTECT**', the Professional Indemnity Scheme for IOS Life members.*

Why Professional Indemnity insurance?

*Orthodontic practitioners are increasingly becoming targets of civil suits for claims against unwary professional errors and negligent acts. To fight this malady effectively, "**IOS- Protect**" prescribes a potent antidote to members enrolling for Medical/Dental indemnity insurance (Also known as Professional Indemnity Insurance for Dentists). With "**IOS-Protect**" policy you are protected against acts that can go wrong during medical/dental care (including Orthodontic) as a result of which your patient is inadvertently harmed or perceived as harmed. It is a NECESSARY tool to financially safeguard dental practitioners against legal costs and claims for compensation by the patients in case of a legal row.*

What does it cover?

*What it covers are the following: In general**

- *Extent of financial damage or loss to the patient which is not a result of wilful neglect / professional misconduct.*
- *Unintentional errors and omissions of the act leading to the complaint.*
- *Cost of defending oneself in the court of law/tribunals/alternate legal authority for the said purpose.*

**To know the specific coverage of this particular policy refer the CLAUSES under IOS PROTECT from IOS website.*

2. AIMS AND OBJECTIVES

- a. To protect the members and assist them in facing legal liabilities arising due to mishap or injury to a patient during Professional practice.*
- b. To educate the members about the legal ramifications involved, appraise them on latest developments and educate them to run a safe dental clinical practice with appropriate documentations.*

3. ELIGIBILITY

All IOS Life Members of Good standing are eligible to enroll for the scheme.

4. ASSOCIATED SERVICE PROVIDER

IOS has tied up with 'The New India Assurance Company' for the above said 'Professional Indemnity Scheme'.

5. MEMBERSHIP

All Eligible Members (refer point 3) can apply for membership

Steps for Enrollment

- 1. Visit IOS website(www.iosweb.net)*
- 2. Download the Application form of IOS PROTECT*
- 3. Transfer the premium amount online to the account mentioned in the application form.*
- 4. Fill the application form completely and sign it.*
- 5. Scan/photo (Color) of the duly filled application FORM should be sent in PDF FORMAT to mbpofios@gmail.com to complete the registration process*
- 6. It takes 3 working days to process the application. The coverage starts only after the issuance of the master policy which will be intimated to the member. The coverage will be valid up to 12 months from the date of issuance of the master policy.*

Membership fees

This scheme involves an annual membership and need to be renewed every year. The Membership fees will be Rs.1077/year/member(subject to revision every year). Renewal shall be facilitated by the executive Committee with notifications and follow up at the appropriate time.

6. SALIENT FEATURES OF THE POLICY

*It is a **master Indemnity policy** issued in the name of **Indian orthodontic society** and covers all members registered under the scheme.*

Sum assured

Rs.20 lakhs/year/member divided in to 4 incidents of Rs.5 lakhs each (AOA: AOY =1:4) i.e at a time the claim can be up to a maximum limit of 5 lakhs*

Number of incidents covered in a year- To a maximum of 4 incidents.*

The maximum limit of Rs.5 lakhs/incident is inclusive of the 'Cost of Litigation' and 'compensation' if any.*

**Incident mentioned above and hereafter refers to an act of Professional negligence in a clinic or a hospital by the member leading to death /injury of a patient.*

Range of coverage

a. Scheme covers only the Cost of Litigation and Compensation (to a limit of Rs.5 lakh/ incident to a maximum of four incidents in a year) arising due to Death/ Injury caused to a patient due to professional negligence/lapses.

b. Coverage/ protection starts from the date of issuance of the master policy and is valid for 12 months from the date of issuance. Members enrolling after the issuance of master policy shall enjoy the protection for the remaining period and fees will be levied accordingly.

*c. The coverage and protection is only for the **IOS Member** registered under the scheme and does not include any other professional other than him/her.*

d. The Coverage does not include liabilities arising out of General Anesthetic / Sedation complications.

e. The Scheme will not give protection to institutions or management of hospitals for its lapses even if the Institution or management is headed by a member of the scheme. Case against the individual members for their alleged professional lapses leading to death /injury of a patient alone will be taken up by the scheme.

f. The Excess if any in the operation of the scheme shall not in anyway be distributed as dividend or profit to the members enrolled in the scheme.

Jurisdiction

Coverage shall be only for incidents within Indian jurisdiction*

Legal assistance

The legal advisor/advocate shall be allotted by the company preferably from that particular region of clinical practice of the member involved in the case. The choice of advocate will be from the panel of Expert Advocates of The New India Assurance Company and is under the discretion of the company.

7. MEMBERS DUTIES

a. The Concerned member shall inform the Chairman of the MBP and or the Hon. Secretary IOS as soon as he/she receives any legal notice from an advocate on behalf of a patient, or an intimation whereby the member gets an information that a patient has registered a case with the Police against him. Failing which the member will forfeit the right to enjoy the benefit of the scheme.

- b. *The Member shall consult the MBP Committee before responding to law enforcement authorities. The Member should submit a copy of the legal notice, Case sheet of the patient, other records if any and a brief description of the incident in English to the Chairman MBP by Email (mbpofios@gmail.com) immediately .*
- c. *The decision to represent the member in a particular case shall depend on the nature of the incident and subjected to clauses mentioned in Terms and conditions (refer separate attachment).*
- d. *Counter petition by the Member against the patient for monetary damages and defamation does not come under the purview of the scheme. It is a separate case and does not include the MBP nor the Insurance Company as parties to it.*

For any further details /clarification

Contact:

Dr.K.Gnana Shanmugham, MDS.

Joint Secretary ,IOS/Chairman-Member Benefit Program of IOS

91 9840330483

Email: jointsecretaryios@gmail.com

FAQS

1. Why Professional Indemnity insurance?

Orthodontic practitioners are increasingly becoming targets of civil suits for claims against unwary professional errors and negligent acts. To fight this malady effectively, "IOS- Protect" prescribes a potent antidote to members enrolling for Medical indemnity insurance (Also known as Professional Indemnity Insurance for Doctors). With "IOS- Protect" policy you are protected against acts that can go wrong during medical/dental care (including Orthodontic) as a result of which your patient is

inadvertently harmed or perceived as harmed. It is a NECESSARY tool to financially safeguard medical practitioners against legal costs and claims for compensation by the patients in case of a legal row.

2. What does it cover?

In general

- *Extent of financial damage or loss to the victim (patient) which is not a result of wilful neglect*
- *Unintentional errors and omissions*
- *Cost of defending oneself in the court of law*

**To know the specific coverage of this particular policy refer the CLAUSES under IOS PROTECT from IOS website*

3. Does the company provide legal assistance?

Yes. The insured members need to sign a vakalat for the same and the company will fight the case through an affiliated expert lawyer in this field in that particular region.

4. Will the legal expenses get covered under this Insurance?

*Yes. The overall limit will be one 5 lakhs (per incident) which covers the legal expenses and compensation **put together***

5. How many incidents will be covered in a year?

To a maximum of 4 incidents

6. What is the type of policy issued?

It is a group Indemnity master policy.

7. If I already have an Indemnity Insurance, can I use this as an additional policy?

Yes. It can be used as an additional policy, the details of the previous existing policy need to be declared at the time of enrolment

8. Does the policy cover all the doctors in the clinic?

This insurance covers only one person, and in our case it is the IOS member who has registered for the scheme.

9. Does the Policy cover litigations arising out of general anaesthetic/sedative complications during a dental Procedure?

No. It is not covered.



IOS PROTECT

THE PROFESSIONAL INDEMNITY SCHEME

APPLICATION FORM

NAME :
LIFE MEMBERSHIP NUMBER :
DENTAL COUNCIL :
REGISTRATION NUMBER :
DATE OF REGISTRATION :
STATE OF REGISTRATION :
MOBILE NUMBER :
EMAIL ID :

ANY OTHER PROFESSIONAL INDEMNITY INSURANCE IN YOUR NAME

YES/NO

IF YES THE DETAILS OF THE SAME

Company :
Sum assured :
Valid up to :

PAYMENT DETAILS

Amount :
Date of Transfer :
Transaction /Reference ID :

☐ I thoroughly understand that the policy shall cover incidents only based on the clauses issued by the company. I have read all the clauses and fully aware of the range and limit of the coverage of this policy and agree to the terms and conditions

Date

Seal and Signature

STEPS FOR ENROLLMENT TO THE SCHEME

1. Transfer the premium amount by NEFT/IMPS
2. Print the Application form, fill in the details with signature and seal at the bottom.
3. Scan/photo the duly filled application form and save it in color PDF FORMAT.
4. Mail the Scanned/photo PDF document of the Application form to mbpofios@gmail.com immediately to complete the registration process.
5. You will receive a confirmation mail within 3 working days after receiving your mail.

The premium amount to be transferred online to the following account only

NAME- INDIAN ORTHODONTIC SOCIETY

INDIAN BANK, INDIRAPURAM, U.P

ACCOUNT NUMBER-6714043815

IFSC-IDIB000I016

For any further details contact

DR.K.GNANA SHANMUGHAM, MDS.

Joint Secretary ,IOS/Chairman-Member Benefit Program

91 9840330483

Email: jointsecretaryios@gmail.com



THE NEW INDIA ASSURANCE COMPANY LIMITED

Registered & Head Office- 87, M.G. Road, Fort, Mumbai-400001.

PROFESSIONAL INDEMNITY POLICY FOR DOCTORS AND MEDICAL PRACTITIONERS

1. OPERATIVE CLAUSE:

WHEREAS the insured named in the Schedule hereto and carrying on the business/profession described in the said Schedule has applied to THE NEW INDIA ASSURANCE COMPANY LIMITED (hereinafter called 'the COMPANY') for the indemnity hereinafter contained and has made a written proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein and has paid the premium as consideration for or on account of such indemnity.

NOW THIS POLICY WITNESSETH that subject to the terms exceptions and conditions contained herein or endorsed hereon the Company will indemnify the Insured against their legal liability to pay compensation including defence costs, fees and expenses anywhere in India in accordance with Indian Law.

2. INDEMNITY

The Indemnity applies only to claims arising out of bodily injury and/or death of any patient caused by or alleged to have been caused by error, omission or negligence in professional service rendered or which should have been rendered by the Insured or qualified assistants named in the Schedule or any nurse or technician employed by the Insured (hereinafter referred to as the 'Act').

PROVIDED ALWAYS THAT

- (a) such Act during the Period of Insurance results in a claim being first made in writing against the Insured during the policy period as stated in the Schedule.
- (b) there shall be no liability hereunder for any claim made against the insured for act committed or alleged to have been committed prior to the Retroactive Date specified in the Schedule.

For the purpose of determining the Indemnity granted

- (a) 'Policy Period' means the period commencing from the effective date and hour as shown in the Policy Schedule and terminating at midnight on the expiry date as shown in the Policy Schedule.
- (b) 'Period of Insurance' means the period commencing from the retroactive date and terminating on the expiry date as shown in the Policy Schedule.
- (c) 'Bodily Injury' means death, injury, illness or disease

of or to any person.

3. LIMIT OF INDEMNITY

Irrespective of the number of persons or entities named as insured in the Schedule or added by endorsement, the total liability of the Company hereunder for damages inclusive of defence costs (as hereinafter defined) shall not exceed the limit of indemnity set out in the Schedule for Any One Act (AOA) in respect of any or all claims made against the insured arising out of Any One Act.

The indemnity limit for Any One Year as set out in the Schedule, shall represent the aggregate amount of company's liability during the policy period, arising out of all Acts.

4. DEFENCE COSTS

The Company will pay all costs, fees and expenses incurred with their prior consent in the investigation, defence or settlement of any claim made against the Insured and the costs of representation at any inquest, inquiry or other proceedings in respect of matters which have a direct relevance to any claim made or which might be made against the Insured, provided such claim or claims are the subject of indemnity by the Policy whether liability ultimately attaches to the policy or not. Such costs, fees and expenses are called 'Defence Costs'.

5. (a) NOTIFICATION EXTENSION CLAUSE

Should the Insured notify the Company during the Policy Period in accordance with General Condition No. 8.1 of any specific event or circumstance which the company accepts may give rise to a claim or claims which form the subject of indemnity by this policy, then the acceptance of such notification means that the Company will deal with such claim or claims as if they had first been made against the Insured during the Policy period. The extension under the Clause will be subject to the maximum time limit laid down under the Indian Limitation Act in force from time to time.

(b) EXTENDED CLAIM REPORTING CLAUSE

In the event of non-renewal or cancellation of this Policy either by the Company or by the Insured, the Company will allow a time limit not exceeding 90 days from the date of expiry or cancellation of the policy, provided no insurance is in force during this extended reporting period for the same interest, for notification of claims for accidents which had taken place during the period of insurance but could not be made during the Policy Period, provided however, all claims made during the extended reporting period shall be handled as if they were made on the last day of the expiring policy

period and are subject to the limits of indemnity and the terms, conditions and exceptions of the policy.

6. CLAIMS SERIES CLAUSE

For the purpose of this policy where a series of losses and/or bodily injuries and/or deaths are attributable directly or indirectly to the same cause or error or omission relating to discharge of professional services all such losses and/or bodily injuries and/or death claims shall be added together and all such losses and/or bodily injuries and/or death shall be treated as one claim and such claim shall be deemed to have been made at the point in time when the first of the claims was made in writing. There shall, however, be no coverage for claims made arising from one specific cause which are made later than 3 years after the first claim of the series.

7. EXCLUSIONS

1. No liability shall attach to the Company in respect of

- (i) any criminal act or any act committed in violation of any law or ordinance
- (ii) services rendered while under the influence of intoxicants or narcotics
- (iii) the performance by dentists and dental surgeons of
1) general anaesthesia or 2) any procedure carried out under general anaesthesia unless performed in a Hospital,
- (iv) the use of drugs for weight reduction
- (v) Claims made against the Insured arising from the performance of cosmetic plastic surgery, hair transplants, punch grafts, flap rotations and the like (hereinafter referred to as cosmesis) it being understood that the following shall not be deemed to be cosmesis :
 - a) Anaesthetic x-ray or other medical nursing or laboratory services provided in connection with the performance of cosmesis.
 - b) Plastic surgical repair of scar tissue being the result of previous surgery unrelated to cosmesis performed by the Insured.
 - c) Plastic surgery in connection with burns or other traumatic injury.
- (vi) Third Party Public Liability
- (vii) claims arising from any condition directly or indirectly caused by or associated with Human T-Cell Lymphotropic Virus type III (HTLV 111) or LYMPHADENOPATHY ASSOCIATED VIRUS (LAV) or the mutants derivatives or variations thereof or in any

way related to Acquired Immune Deficiency Syndrome or any Syndrome or condition of a similar kind howsoever it may be named.

2. This Policy does not cover liability

- (i) assumed by the Insured by agreement and which would not have attached in the absence of such agreement.
- (ii) arising out of deliberate, wilful or intentional non-compliance of any Statutory provision.
- (iii) arising out of loss of pure financial nature such as loss of goodwill, loss of market etc.
- (iv) arising out of all personal injuries such as libel, slander, false arrest, wrongful eviction, wrongful detention, defamation, etc. and mental injury, anguish or shock.
- (v) arising out of fines, penalties, punitive or exemplary damages.
- (vi) directly or indirectly occasioned by happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- (vii) directly or indirectly caused by or contributed by
 - i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- (viii) arising out of genetic injuries caused by x-ray treatment/diagnosis or treatment/diagnosis with radioactive substances.
- (ix) in respect of professional services rendered by the Insured prior to the Retroactive Date in the Schedule.
- (x) the deliberate conscious or intentional disregard of the insured's technical or administrative management of the need to take all reasonable steps to prevent claims.
- (xi) injury to any person under the contract of employment or apprenticeship with the Insured their contractor(s) and/or Sub-Contractor(s) when such injury arises out of the execution of such contract.

8. CONDITIONS

- 8.1 The Insured shall give written notice to the Company as soon as reasonably practicable of any claims made against the Insured (or any specific event or circumstances that may give rise to a claim being made against the Insured) and which forms the subject of indemnity under this policy and shall give all such additional information as the Company may require. Every claim, writ, summons or process and all documents relating to the event shall be forwarded to the Company immediately they are received by the Insured.
- 8.2 No admission offer promise or payment shall be made or given by or on behalf of the Insured without the written consent of the Company.
- 8.3 The Company will have the right but in no case the obligation, to take over and conduct in the name of the insured the defence of any claims and will have full discretion in the conduct of any proceedings and in the settlement of any claim and having taken over the defence of any claim may relinquish the same. All amounts expended by the Company in the defence, settlement or payment of any claim will reduce the limits of indemnity specified in the Schedule of the Policy.
- In the event that the Company, in its sole discretion chooses to exercise its right pursuant to this condition, no action taken by the company in the exercise of such right will serve to modify or expand in any manner, the company's liability or obligations under this policy beyond what the company's liability or obligations would have been had it not exercised its rights under this condition.
- 8.4 The Insured shall give all such information and assistance as the Company may reasonably required.
- 8.5 The Insured shall give notice as soon as reasonably practicable of any fact, event or circumstance which materially changes the information supplied to the Company at the time when this policy was effected and the Company may amend the terms of this policy.
- 8.6 The Company may at any time pay to the Insured in connection with any claim or series of claims under this policy to which an indemnity limit applies the amount of such limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made the Company shall relinquish the conduct and control of and be under no further liability in connection with such claims.
- 8.7 The Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning had been attached in any part of this policy or the Schedule shall bear such specific meaning wherever it may appear. The terms and exclusions of this policy (and any phrase or word contained therein) shall be interpreted in accordance with the Indian Law.
- 8.8 If at the time of happening of any event resulting into a liability under this policy, there be any other liability insurance or insurances effected by the Insured or by any other person covering the same liability, then the Company shall not be liable to pay or contribute more than its rateable proportion of such liability.

- 8.9 This Policy does not cover liability which at the time of happening of any event resulting into such liability, be insured by or would but for the existence of this policy, be insured by, any other policy (but not a liability policy) or policies, except in respect of any excess beyond the amount which could have been payable under such policy/policies had this insurance not been effected.
- 8.10 The Company may cancel this Policy by giving thirty days' notice in writing of such cancellation to the Insured's last known address and in such an event the company will return a pro-rata portion of the premium (subject to a minimum retention of 25 per cent of the annual premium) for the unexpired part of the Insurance.
This Policy may also be canceled by the Insured by giving thirty days' notice in writing to the Company in which event the Company will retain premium at short period scale provided there is no claim under the Policy during the period of Insurance. In case of any claim under the policy, no refund of premium shall be allowed.
- 8.11 In the event of Liability arising under the Policy or the payment of a claim under this Policy, the limit of indemnity per any one year under the policy shall get reduced to the extent of quantum of liability to be paid or actual payment of such claim. Under no circumstance it shall be permissible to reinstate the aggregate limit of indemnity to the original level even on payment of extra premium.
- 8.12 It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of suit in a court of Law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
- 8.13 The Company shall not be liable to make any payment under this Policy in respect of any claim if such claim shall be in any manner fraudulent or supported by any statement or device whether by Insured or by any person on behalf of the Insured and/or if the insurance has been continued in consequence of any material mis-statement or the non-disclosure of any material information by or on behalf of the Insured.
- 8.14 Policy disputes Clause
Any dispute concerning the interpretation of the terms conditions limitations and/or exclusions contained herein is understood and agreed to by both the Insured and Company to be subject to India Law. Each party agree to submit to the jurisdiction of any Court of competent jurisdiction within India and to comply with all requirements necessary to give such Court of jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

N.B: In the event of dishonour of premium cheque policy automatically stands cancelled as from inception.