



Malpractice Insurance Survival Kit

FOR ORAL & MAXILLOFACIAL SURGEONS

Welcome to a crash-course on malpractice insurance!

This guide helps new OMS better understand the basics.

So when it comes time to enter practice, you're ready with the coverage (and carrier) that's right for you.

Follow the topics in order or jump around at your own pace.

And if you have any questions about something, don't hesitate to contact MedPro Group.

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“Understanding how malpractice insurance can protect your reputation and career is key for a future OMS.

I would like to congratulate MedPro for its commitment to great education and protection to meet the needs of our expanding specialty through risk management, claims handling and superior insurance coverage.”

**DR. ROBERT A. STRAUSS, DDS, MD
VCU OMS RESIDENCY PROGRAM DIRECTOR**

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 is what protects you in the event of a covered claim. Your insurance policy typically pays for any defense costs as well as any payout to the patient (plaintiff) — which could be millions of dollars, as shown on page 4.

Why do I need malpractice insurance?

New oral and maxillofacial surgeons (OMS) need to purchase malpractice insurance in order to enter practice. It’s a requirement in most states and also a best practice to safeguard your career. Many OMS who haven’t had a lawsuit think it won’t happen to them, or that only “bad” OMS get sued. Unfortunately, that’s not the case. It is possible to be served with a frivolous lawsuit even if you did nothing wrong.

Most people who receive a claim never see it coming. Nearly 60% of all doctors will be named in at least one suit throughout their career.¹ Malpractice claims can often be traumatic, time-consuming and expensive — regardless of the final verdict.

¹ Medscape Malpractice Report 2015: “Why Most Doctors Get Sued”

Major OMS Malpractice Verdicts Across the Nation from the Past 10 Years

\$3.74 M

Extraction and failure to diagnose infection,
resulting in necrotizing fasciitis

\$9.8 M

Part of tooth left behind during wisdom tooth extraction
led to extensive nerve damage, chronic pain.

\$15 M

Failure to diagnose
oral cancer

\$17.5 M

Patient had stroke during
extractions at VA Hospital

Claims examples are from news sites and other public records from 2010-2020.



Understanding Your Policy

Once you understand a bit about malpractice insurance, you're ready to start considering what kind of policy you need. The limits are the main component of your policy and one of the most important features.

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.

Policy limits are written as two side-by-side numbers, such as \$1 million/\$3 million. The first number is the total amount the insurance company will pay per claim. The second number is the total amount the company will pay per policy period in the event that you get multiple claims.

How does the type of coverage affect the policy limits you purchase every year?

How a policy's limits respond to claims is one of the major distinctions between Occurrence and Claims-made coverages. We'll discuss these policy types in the next section.

• LIMITS WITH OCCURRENCE COVERAGE

Occurrence coverage provides a separate set of limits for each year you buy the policy, regardless of when a claim is made against you. Occurrence coverage doesn't end when the policy terminates; instead, the limits under the policy remain available to pay future claims based upon incidents that occurred during that policy period.

• LIMITS WITH CLAIMS-MADE COVERAGE

Claims-made coverage only provides limits for claims made during the current policy year, so only the current set of limits is available to pay claims arising from all your previous years of practice. For a Claims-made policy that offers a standard \$1 million/\$3 million policy limit, only \$1 million is available to pay any single claim, and only \$3 million is available to pay all claims arising during the span of the policy period.

How do your limits play out?

Over the course of a 30-year career, an OMS will treat around 122,670 patients.²
That's 122,670 opportunities for a malpractice claim.

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

But if the same OMS had purchased Occurrence coverage each year for the same 30-year period, he or she would have 30 separate sets of limits over the same time span — one to respond for each policy year.



OCCURRENCE

Limits available to you
after 30 years of purchasing
Occurrence coverage.
Subject to any payments of claims.

CLAIMS-MADE

Limits available to you
after 30 years of purchasing
Claims-made coverage.
Subject to any payments of claims.

² Average Number of Patient Visits per Dental Specialist, American Dental Association, Health Policy Institute, Surveys of Dental Practice, 2020

Patient Compensation Funds

What is a Patient's 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 OMS participating in the PCF.

	
POLICY LIMITS \$500,000 / \$1,500,000	POLICY LIMITS \$100,000 / \$300,000
FUND LIMITS \$1,300,000	FUND LIMITS \$400,000
INDIANA	LOUISIANA
OMS 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.	OMS 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.
Fund policy limits as of 7/1/2020.	

Are there any other states with limit requirements?

Yes, there are other states that require minimum limits of liability. 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.

OPTION 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.

OPTION two

Shared Limits Coverage

If you have a solo corporation and have no employed or contracted OMS, 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.

Policy Types: You (Should) Have Two Options

When it comes to malpractice insurance, you have two coverage options: **Occurrence** or **Claims-made**. The major difference between the two is how they respond to claims.

Occurrence

Occurrence coverage responds based on the date treatment occurred, regardless of the date the claim was made against you. Therefore, your insurance policy limits (the amount used to pay claims) are set aside at the end of each policy year. Like paying the mortgage on your house, you're building equity for the future. The longer you have Occurrence, the more limits are set aside to protect you. If a claim is filed, the set of limits from the year the incident occurred covers the claim.

Claims-made

Claims-made coverage responds based on the date the claim was made, regardless of the date you treated the patient. Therefore, you have one set of limits — the current year's policy limits — available to pay claims. The limits expire at the end of each policy year and aren't set aside for future protection. Your current policy limits cover claims made during the policy period, as long as the incident occurred after the policy's retroactive date. It's more like renting a house, since you aren't storing up value for the future in the same way.

In fewer words, one policy uses limits from when the event occurred, and one uses limits from when the claim is made.

Example: Occurrence vs. Claims-made

Dr. A and Dr. B are new OMS who both started working right after residency. Dr. A purchased an Occurrence policy while Dr. B purchased Claims-made. Both OMS had been practicing for three years when they received 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 named Dr. A 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 1 and the brother in year 2. In year 3, the family named Dr. B in two malpractice lawsuits.



How did their malpractice insurance differ?

Because Dr. A purchased an Occurrence policy each year after residency, 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 residency, 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.



Understanding Tail Coverage

Since a Claims-made policy only pays claims using active policy limits, there's no coverage once a Claims-made policy is canceled. So if you retire, take a leave of absence, or change careers, you have nothing in place to pay claims. That's where tail coverage comes in.

Tail coverage is for the exposure you leave behind you (your "tail") after canceling a Claims-made policy. It can be two to three times higher than your undiscounted annual premium and payment is usually due in full 30-60 days after canceling your Claims-made policy.

Will my carrier give me tail coverage?

A lot of OMS assume their carrier will give them free tail coverage, but that's usually only upon death, disability or complete retirement. Some carriers require you to be a certain age before you can retire and receive free tail.

Due to these restrictions, many OMS end up paying for tail out of pocket. Another expense you don't want to deal with!

Is there any way to avoid tail coverage?

If you start with an Occurrence policy, you never have to purchase tail coverage. The limits from your previous years will stay in place to pay claims even after you've canceled your policy.



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

➤ MOONLIGHTING

If you choose to moonlight during residency with a Claims-made policy, you may need to purchase tail coverage when you are ready to leave.

➤ LEAVE 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 OMS are joining group practices. 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 Claims-made 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.

The decision should be made by you. Not by the patient, the attorneys, or the malpractice insurance carrier.

That's why the consent provision in your malpractice insurance policy is so important. This provision gives you the right to consent or refuse to consent to settle a claim.

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:

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 claim. Such defense shall be maintained until final judgment in favor of the Insured shall have been obtained or until all remedies by appeal, writ of error or other legal proceedings deemed reasonable and appropriate by the Company shall have been exhausted.

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

a judgment 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.

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

“HAMMER” CLAUSE

If you refuse to consent to a settlement and choose to contest or continue to contest a claim, the carrier's liability for loss will not exceed the amount for which they could have settled the claim had you consented, plus claim expenses incurred prior to the time they made the recommendation. Ask your carrier whether your policy includes a hammer clause.

02

UNREASONABLE

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

03

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.

04

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.

05

BINDING ARBITRATION

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

06

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.

07

LICENSE SUSPENDED

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

08

DECEASED OR INCOMPETENT

You have consent authority unless you are deceased or deemed incompetent. This could deprive your loved ones of the ability to fight the malpractice claim on your behalf.



KEY TAKEAWAY

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

Notes



Choosing Your Malpractice Carrier

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

Malpractice claims can take years to develop and resolve. That's why the insurance decision you make right out of residency will matter throughout your career. You don't want a quick decision now to cost you in the future.

What does a carrier provide?

You're paying your insurance carrier for two things:

- **Risk management resources to prevent claims from occurring**
- **Defense in the event of a claim**

Those are two criteria you should use to judge whether or not a carrier is right for you. In the next couple of pages we will explore how to evaluate a carrier's strength in these areas.

Questions to ask when looking for a carrier:

If someone is choosing or recommending coverage for you, be sure to ask the following before signing:

- **What policy type are you getting?**
 - If Claims-made, who is responsible for the tail cost?
- **What happens if the practice is sold?**
- **Why does this practice choose to work with the carrier?**
- **What's included (or NOT included) in the policy coverage?**



Did you know?

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.

Risk Management Resources

As an OMS, 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 risk services that provide timely and meaningful support to you and your practice.

These resources should help you stay up-to-date with the latest trends, strengthen your communication skills and increase your business acumen. Carriers offer these resources to help support you as you focus on patient safety and satisfaction.

Make sure that your carrier can offer you the following:



KEY TAKEAWAY

Ask to see a carrier's full breakdown of risk management services.
This can add value to your policy.

How can you use Risk Management?

Many times, OMS 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 performing a routine fully impacted third molar extraction, a portion of the tooth breaks off and cannot be located. How should this be handled from a risk management standpoint?

▶ RECORDS MANAGEMENT

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

▶ CHILD CUSTODY AND TREATMENT

An OMS is treating an 8-year-old child for an orthognathic condition. The mother has been compliant with 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 treatment. May the child continue to be treated?

▶ NONCOMPLIANCE WITH RECOMMENDATIONS

An OMS has a patient with a worsening oral infection as a result of his poor oral hygiene and noncompliance with the recommendations. The OMS 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?



DID YOU KNOW?

A malpractice carrier can offer resources to help strengthen your informed consent process.

Informed consent is often misunderstood as a legal form that must be completed before a doctor can provide care. In actuality, it's an educational process meant to ensure that patients have sufficient information to decide on the proposed treatment options.

Click the button to access
MedPro's specific informed consent forms.

[CLICK HERE](#)

Claims Defense

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

The short answer is no. It's 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

The strongest malpractice insurance company will not only provide superb defense in a lawsuit, but also arm you with patient safety and risk tools to help prevent a lawsuit in the first place.



DID YOU KNOW

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

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



MOCK TRIAL

CLICK HERE TO WATCH



Defending an OMS malpractice lawsuit takes a team of experts.

Winning a malpractice case often requires resources outside of the OMS profession. Other providers, like anesthesiologists or ENTs, can be called on to provide expertise or testimony during a lawsuit. This insight from other professionals can often be the deciding factor when a jury is called on to render a verdict.

If your insurance company only insures OMS, they may not have the depth of resources across the healthcare spectrum needed to best defend your case. When considering the claims abilities of an insurance carrier, be sure to ask about their expertise outside of OMS.

How many expert witnesses do they have to call on? Do they have advisory members on staff outside of the OMS profession? Does their claims team have experience defending claims across healthcare?

Being covered by a company with broad resources and experience across professions can be the deciding factor in a malpractice lawsuit.

Notes



**Meet
MedPro Group**

Now that you're ready, 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 look for a policy. It's important to understand that you have a choice in your coverage.

MedPro Group offers coverage uniquely designed for oral and maxillofacial surgeons. We have the options, savings, and financial strength you need. Not only do we protect the assets and reputations of OMS across the nation, but our partnership with ACOMS also helps us understand and meet their unique needs.

Our insureds benefit from:



The MedPro Group Difference

➤ NO SURGEON (OR ENTITY) LEFT BEHIND

We want you and your colleagues to practice with the peace of mind that everyone, including the entity, is covered. That's why we don't require your entire group to be insured with us for the entity to have coverage, unlike most carriers. And if you're joining a group insured by a carrier who does require this, we add vicarious liability for the practice at no additional cost to your policy.

➤ FINANCIAL STRENGTH

We are a Berkshire Hathaway company with an A++ rating from A.M. Best. With 120+ years of experience, you can rest assured that we'll be here to protect you and your colleagues for the rest of your careers.

➤ CLAIMS-MADE OR OCCURRENCE

You can switch from Claims-made to Occurrence without paying expensive tail coverage all at once or worrying about gaps in exposure. If Claims-made is the best fit for you, you can retire at any age without buying tail. You just have to hold a mature Claims-made policy with us for a year.

➤ FLEXIBILITY

We don't believe in a one-size-fits-all policy. Whether you're new to practice, have been at it for a while, are adding an associate, moving to part-time or moonlighting, our varied policy options will fit your unique needs.

➤ LOWER COST

We don't make you pay a capital contribution. That helps lower your annual costs and gives you the freedom to invest those savings wherever you choose.

➤ 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 livelihood. Your insurance company shouldn't make that choice for you.

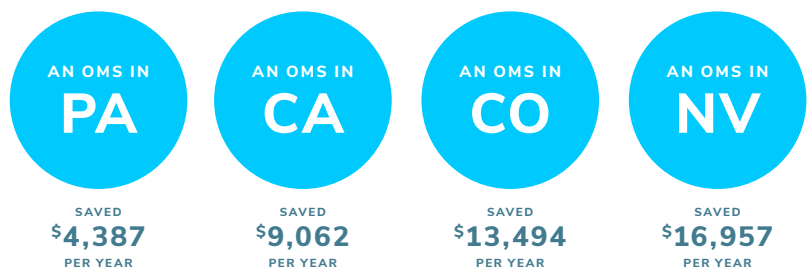
➤ UNRIVALED CLAIMS DEFENSE

With a 95% trial win rate and 80% of our claims closed without payment, you can rest assured knowing you're protected by the best.

➤ TRUSTED EXPERTISE

Unlike other companies, our expertise goes beyond oral and maxillofacial surgery. We're trusted by over 300,000 healthcare providers in a wide range of specialties and facilities, including hospitals. That only adds to our defense, risk, and litigation knowledge.

Every year, OMS around the country save thousands with MedPro Group.



Savings examples are based on information received from new policyholders switching to MedPro Group in the period from 1/1/2011 to 8/31/2017.

Your Dedicated Team

MedPro Group is committed to staying ahead of the curve when it comes to current trends and new developments in the malpractice industry and oral and maxillofacial surgeon.

As your specialty evolves, it's our job to understand the impact on our customers. To that end, we assembled a team comprised of leaders throughout the spectrum of the OMS industry. Together, we work to ensure that the products and services we offer continue to meet the needs of today's OMS.



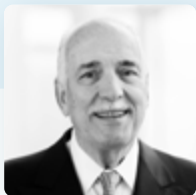
MARC LEFFLER, DDS, ESQ

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.



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.



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 his running his dental practice, defending dentists as an expert witness in malpractice trials, and lecturing younger dentists on malpractice issues and risk management.



ROBERT THOMPSON, RT, JD, MBA, LLM, CPCU, RPLU
PATIENT SAFETY & RISK SOLUTIONS DENTAL LEAD MEDPRO GROUP

Robert has a diverse background in law, medicine, professional liability insurance, and healthcare risk management. He is a radiology technologist who worked for nearly 10 years at several hospitals. His previous roles also include Senior VP of Risk Management and Director of Client Education for two professional liability insurance companies. Robert is a U.S. Army paratrooper and combat veteran — he graduated first in his class from both the U.S. Army Radiology Technologist School and Avionics School. His educational achievements include a B.A. in Business Administration summa cum laude from North Georgia State University, a J.D. from the University of Georgia School of Law, an MBA from Lincoln University, and a master of laws degree from the University of Missouri School of Law. Robert is committed to helping OMS across the nation understand the importance of risk management by providing them with the knowledge and resources to practice safely.

Notes



Next Steps



Not sure what's next after residency? **We can help.**

You may be facing uncertainty around when, and where, you'll start your career. To help you keep moving forward, we are offering malpractice insurance to new OMS without needing a confirmed practice location.

Click the button to apply today. Once you
know where you will begin your career you can
update us on your practice locations.

[CLICK HERE](#)



Get your first year of malpractice insurance at **No Cost to You**

As a new-to-practice oral and maxillofacial surgeon and current member of the American College of Oral and Maxillofacial Surgeons (ACOMS), you're eligible for your first year of malpractice insurance coverage to be prepaid by ACOMS.

This program provides your first year of Occurrence or Claims-made malpractice coverage through MedPro Group at no cost to you.

If you're practicing as an oral and maxillofacial surgeon, or will be soon, and you meet the qualifications, contact the MedPro team today!



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Let's put it all together.

You can use this chart when choosing your malpractice insurance to make sure your carrier checks all the boxes.

KEY QUESTIONS	MEDPRO GROUP
• Does the company offer both Claims-made and Occurrence policies?	YES
• Does the company offer pure consent to settle?	YES
• Does the company offer OMS 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**

- A.M. Best rating
- Years of malpractice experience
- Number of states nationwide where coverage is available
- Exclusive to malpractice insurance
- Dental and OMS trial win rate
- Total number of malpractice claims resolved nationwide
- Average experience level of malpractice claims specialists
- Risk management consultants available online or over the phone
- OMS-specific panel of defense experts and attorneys nationwide

A++**120+****50 (+D.C.)****YES****95%****500,000+****25 YEARS****YES****YES**

**Connect with us to request a quote
and learn more about MedPro Group.**



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800.4MEDPRO x119679



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Notes



Malpractice Insurance Survival Kit

FOR ORAL & MAXILLOFACIAL SURGEONS



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A.M. Best rating as of 6/30/2021. Standard & Poor's rating as of 9/29/2021. 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 data is derived from MedPro Group records and calculations; claims data range is 2012-2021 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-211289