



THE NATION'S LEADING  
Malpractice Insurance Company

JERRI WILDHABER

573.469.7000

JERRI@MDISDDS.COM

medprodenal.com



A.M. Best rating as of 6/30/2021. All data is MedPro Group data; 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-220520



## The Power of Pure Consent to Settle

Consent to settle is perhaps the most powerful section of your malpractice policy. This provision controls who has the final say in handling a claim — you or your insurance carrier.

Being forced by your carrier to settle a claim can really impact your wallet, and reputation. That's why pure consent authority matters for your career.

### OUR CONSENT PROVISION IS SIMPLE

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

BUT NOT ALL CONSENT PROVISIONS ARE WRITTEN THIS WAY.

LOOK INSIDE TO SEE HOW OTHER CARRIERS MAY DENY YOU PURE CONSENT.

## Exceptions you may have missed

Many malpractice insurance carriers advertise pure consent to settle, but their policies may contain various exceptions among all the insurance terms. Here are common exceptions to look for in your malpractice policy.

### UNREASONABLE

You lose consent authority if your carrier deems you “unreasonable” in withholding your consent. Ask your carrier how they define “unreasonable.”

### YOU'RE UNAVAILABLE OR CANNOT BE LOCATED

You lose consent authority if the carrier can't locate you or you're otherwise unavailable at the time of settlement or trial.

### BOARD APPROVAL

Your carrier's review panel or board has final consent authority, not you.

### BINDING ARBITRATION

You lose consent authority if your carrier disagrees, at which time they submit your refusal to consent to binding arbitration.



DENTAL TRIAL WIN  
RATE NATIONALLY



NATIONAL CLAIMS CLOSED  
WITHOUT PAYMENT

A++

A.M. BEST  
FINANCIAL STRENGTH RATING

### LICENSE SUSPENDED

You lose consent authority if your professional license has been suspended, revoked or surrendered at any time during the claim process. This may be true even if you had a valid and active license at the time care was rendered.

### DECEASED OR INCOMPETENT

You lose consent authority if you're deceased or deemed incompetent. This could deprive your loved ones of the ability to fight the malpractice claim on your behalf, potentially harming your legacy and their inheritance.



## Discovering the Difference

I felt like I was in the driver's seat and had control throughout my claim. They never pressured me to settle. Actually, when I first became familiar with MedPro Group at a seminar, they told us one of the company hallmarks is that they don't pressure you into settling.

And that really showed. **DR. ED, DENTIST, CALIFORNIA**

MedPro Group considers the needs and desires of their clients first, and finds a solution quickly. I feel comfort knowing my carrier has my back.

**DR. BENJAMIN DUNLAP, DENTIST, SOUTH CAROLINA**



Their defense, resources, and support have been worth every penny of premium I've paid the past 34 years. I have and will continue to recommend MedPro.

**DR. KATHERINE KING, DENTIST, KENTUCKY**

Other companies would've likely encouraged a settlement, but I never once felt any pressure from MedPro to do so. I'm very grateful for MedPro — for their unyielding belief and support and providing me with the absolute best representation throughout the entire process.

**DR. BYRON SCOTT, DENTIST, INDIANA**