

INDEMNIFICATION AGREEMENTS

Institutions where dentists sometimes practise (e.g. hospitals, prisons, etc.) may require their service providers to sign employment contracts or other agreements containing an indemnification or “hold harmless” clause. An example of such a clause would be:

Dentist A agrees to indemnify and hold harmless the XYZ Institution and its trustees, officers, directors, employees and agents from and against any loss, expense, liability, damage, claim or legal action made or brought on behalf of a patient for personal injury, including death, arising out of the performance of professional services by Dentist A.

Any member who signs an indemnification agreement is putting their personal assets at risk.

By agreeing to this term, the dentist assumes responsibility for reimbursing the institution for its costs in defending itself and/or its employees in respect of a claim made against them as a result of the dentist’s actions, and for paying any associated settlement or award.

The Professional Liability Program protects Ontario dentists, dental partnerships, health profession corporations and non-regulated health professionals working under the direction or supervision of a dentist against claims of dental malpractice.

It does not assist other persons or entities, and it is not bound by contracts signed by members. Even if indemnity is mutual, i.e. if the institution executes a similar clause in the dentist’s favour, any member who signs an indemnification agreement is putting their personal assets at risk. Members are advised to seek legal advice before entering into any contract that includes such a provision.



**PROFESSIONAL
LIABILITY
PROGRAM**

ROYAL COLLEGE OF DENTAL
SURGEONS OF ONTARIO