

**Professional Conduct Committee
Initial Hearing****24 June 2024 to 2 July 2024****Name:** DARFOOR, Simon Atta**Registration number:** 74987**Case number:** CAS-187212

General Dental Council: Lydia Barnfather, counsel.
Instructed by Harry McNeilly of IHLPS.**Registrant:** Not Present.

Fitness to practise: Impaired by reason of misconduct**Outcome:** Erased**Immediate order:** Immediate suspension order

Committee members: Clive Powell (Lay) (Chair)
Anjana Varshani (Dentist)
Rachel McCoubrey (DCP)**Legal adviser:** Angus Macpherson**Committee Secretary:** Paul Carson

1. This is a hearing before the Professional Conduct Committee. The Committee was conducted remotely using Microsoft Teams.

Service and absence

2. Mr Darfoor was neither present nor represented at the commencement of this hearing on 24 June 2024. Miss Barnfather, on behalf of the General Dental Council (GDC), submitted that the notification of hearing had been served on him in accordance with the requirements of the General Dental Council (Fitness to Practise) Rules 2006 (the "Rules") and that the hearing should proceed in his absence.
3. The Committee accepted the advice of the Legal Adviser on the requirements of service and proceeding in absence.
4. The first consideration for the Committee was whether notification of this hearing had been duly served on Mr Darfoor in accordance with the requirements of the Rules. The notice of hearing dated 20 May 2024 was sent to Mr Darfoor at his registered address by first class post and Special Delivery. Royal Mail 'Track and Trace' records that the Special Delivery item was delivered on 21 May 2024, signed for under the name "SIMON DARFOOR". The Committee was satisfied that the notice contained the required information under Rule 13 of the Rules, including the time, date and (remote) venue of this hearing. The notice also informed Mr Darfoor of his right to attend and/or be represented and advised him that "*if you do not attend the hearing this is likely to be severely prejudicial to your case and may lead to a more severe sanction being imposed by the Committee.*" The Committee was satisfied that the notice had been duly served on Mr Darfoor in accordance with the requirements of Rule 65 by virtue of its being posted to his registered address by first class post and Special Delivery.

The next consideration for the Committee was whether to proceed with the hearing in Mr Darfoor's absence. This is a discretion which must be exercised with great care and caution. The Committee was satisfied that the GDC had made all reasonable efforts to send notice of this hearing to Mr Darfoor. There is no application from him for an adjournment or postponement of the hearing and there was nothing to suggest to the Committee that adjourning the hearing would make his attendance any more likely. By email to Mr McNeilly, a senior lawyer at the GDC involved in the prosecution of this case, Mr Darfoor explained that, for financial and other reasons he would not be attending the hearing and that:

"...I will admit that there were lapses in my Indemnity cover and the some of my representations to the GDC were disingenuous.

In my summation, it was highly probable that there would be an adverse finding against me at the conclusion of the PCC hearing and I have resigned myself to that conclusion.

I therefore, will not be attending nor will I have representation at the scheduled hearing and I will look to invest in myself, my character and my skills over the next 5 years.

On a personal level, I thank you for the extensive work that you have undertaken to allow for my matter to be condensed/simplified to enable the PCC hearing to proceed.”

5. Having regard to all the circumstances, the Committee determined that Mr Darfoor had voluntarily absented himself from the hearing and that it would be fair and in the public interest to proceed notwithstanding his absence.

The factual inquiry

6. At the outset of the factual inquiry on 24 June 2024, Miss Barnfather applied for the charge contained in the notification of hearing to be amended so as to correct various typographical errors. The Committee, having accepted the advice of the Legal Adviser and having retired in camera to deliberate on the application, allowed the amendments to be made. The Committee was satisfied that these amendments could be made without unfairness or prejudice to either party. The typographical errors were for the most part extremely minor and uncontroversial and none of the amendments had the effect of altering the gravamen of the charge against Mr Darfoor or of otherwise introducing new matters beyond that which had already been pleaded.
7. The Committee considered whether to call any of the witnesses relied upon by the GDC. Having reviewed the contents of each of their witness statements and the entirety of the documents in the bundles, the Committee determined that it would have no questions of clarification for any of the witnesses and that it would therefore be unnecessary to call them in order to give evidence. Accordingly, each witness statement was taken as read.
8. The Committee received witness statements from the following witnesses:
 - Witnesses 1, 7 and 9-14 (patients);
 - Mr H McNeilly, Senior Lawyer at the GDC;
 - Mr T Chaston, Director of All Medical Professionals Ltd (“All Med Pro”);
 - Mr J Banks, Class Underwriter at Medical & Commercial International Limited;
 - Mr M Bill, Medical Malpractice Manager at MIAB – The Medical Insurance Advisory Bureau Ltd;
 - Mr E Rajadurai, Managing Director of Servca Ltd;
 - Mr P Kelley, Insurance Broker at Servca Ltd;
 - Mr P Foley, expert witness instructed by the GDC.
9. The Committee accepted the advice of the Legal Adviser on the factual inquiry. The burden of proof is on the GDC to prove each allegation on the balance of probabilities.
10. This case concerns Mr Darfoor’s allegedly dishonest lack of indemnity arrangements and his allegedly dishonest statements regarding his indemnity status and history. Mr Darfoor had been indemnified with the Medical Defence Union from 1996 until 2014. His membership was not renewed from October 2014 and this case is concerned with his indemnity arrangements after that period. In making its findings of fact, the Committee had to determine from the evidence, among other things, what indemnity arrangements Mr Darfoor had in place, whether these were adequate and whether statements he had made regarding his indemnity were inaccurate.

11. Paragraph 1.8.1 of the GDC's Standards for the Dental Team (September 2013) states: *"You must have appropriate insurance or indemnity in place to make sure your patients can claim any compensation to which they may be entitled (See our website for further guidance on what types of insurance or indemnity the GDC considers to be appropriate)."*
12. As stated by Mr Foley in his expert report: *"Only three types of cover are recognized by the GDC, namely (1) dental defence organisation membership, (2) professional indemnity insurance or (3) NHS/Crown indemnity. 'The only situation where it would be acceptable for you not to have any cover would be if the risk of a patient making a claim against you is absolutely zero. If you were challenged about this, you would need to be able to explain why that was the case and that you had reached the conclusion on a reasonable basis. If your situation changes (e.g. you take an extended break, or retire from clinical practice) or your arrangements change (e.g. because you move from an insurance-only policy approach to membership of a defence organisation), then you must make sure that you understand the legal implications of the changes and take appropriate steps to protect patients whose current or future claims may be affected.'"*
13. In Mr Darfoor's case, the relevant type of cover from May 2014 was professional indemnity insurance of which there are broadly two forms: claims-made and occurrence based. Claims-made insurance only covers claims made during the insured period. Where a period of insurance lapses it is therefore necessary for the practitioner to take out what is known as run off cover, to ensure that there continues to be cover in place for any later claim that is made in respect of treatment which was provided during the insured period. This requirement does not apply to occurrence based insurance which insures the practitioner for treatment carried out during the insured period whether or not the claim during that time or after the expiry of that period.
14. I will now announce the Committee's findings in relation to each head of charge:

1.	<p><i>You provided care and treatment under private contract to the patients set out in Schedule A</i></p> <p>Found proved.</p> <p>Schedule A identifies a total of 14 patients (referred to as "Witnesses 1-14"). Having examined the clinical records for Witnesses 1-14 and the witness statements of Witnesses 1, 7 and 9-14, the Committee was satisfied that Mr Darfoor provided each with care and treatment under a private contract.</p> <p>Accordingly, the Committee found this charge proved.</p>
2.	<p><i>Between 13 October 2014 and 12 October 2015:</i></p>
2. a.	<p><i>you held professional indemnity insurance with Novae Syndicate 2007 on a claims- made basis which excluded implantology;</i></p> <p>Found proved.</p> <p>The Committee had regard to the witness statement of Mr Chaston and the correspondence and policy documents which he exhibited. These documents show that Mr Darfoor held professional indemnity insurance with Novae Syndicate 2007 for the period 13 October 2014 to 12 October 2015</p>

	<p>and that the policy was on a claims-made basis which excluded specific areas of dentistry, including implantology.</p> <p>Accordingly, the Committee found this charge proved.</p>
2. b.	<p><i>your practice included implantology.</i></p> <p>Found proved.</p> <p>In his proposal form dated 20 August 2014, Mr Darfoor declared that “30%” of his practice consisted of implantology. This was consistent with the representations made on his behalf at the Interim Orders Committee hearing on 22 October 2014, where his counsel stated that implantology “<i>is a major part</i>” of his work. An order for interim conditional registration was made by the IOC on that occasion. The audits, implant logs and workplace supervisor reports which were submitted to the GDC as part of those interim conditions, record that Mr Darfoor continued to undertake implant work and that this formed a significant part of his practice. For example, the audits of Mr Darfoor’s clinical records identified that, between November 2014 and June 2015, he held 131 consultations with patients in connection with treatment plans involving the placement of implants.</p> <p>The clinical records of Witnesses 1, 3 and 4 also record that Mr Darfoor provided implant treatment to these patients at around the insured period. Witness 1 was treated from late 2013 onwards, and Witnesses 3 and 4 were treated in February 2015.</p> <p>Accordingly, the Committee found this charge proved.</p>
3.	<p>AMENDED TO READ: <i>Between 13 October 2015 and 12 October 2016:</i></p>
3. a.	<p><i>you held professional indemnity insurance (with a retroactive date of 13 October 2014) with Novae Syndicate 2007 on a claims-made basis which excluded implantology;</i></p> <p>Found proved.</p> <p>The Committee had regard to the witness statement of Mr Chaston and the correspondence and policy documents which he exhibited. These documents show that Mr Darfoor renewed his professional indemnity insurance with Novae Syndicate 2007. The renewed policy covered the period 13 October 2015 to 12 October 2016. The policy continued to be on a claims-made basis which excluded specific areas of dentistry, including implantology.</p> <p>Accordingly, the Committee found this charge proved.</p>
3. b.	<p><i>your practice included implantology.</i></p> <p>Found proved.</p> <p>The records before the Committee show that Mr Darfoor continued to</p>

	<p>provide implant treatment to patients until at least 22 April 2016, when his registration was suspended by the Professional Conduct Committee.</p> <p>Accordingly, the Committee found this charge proved.</p>
4.	<p><i>On the expiry of professional indemnity insurance with Novae Syndicate 2007 on 12 October 2016 you failed to obtain run off cover.</i></p> <p>Found proved.</p> <p>Mr Darfoor was under a professional duty to maintain continuous cover in order to protect his patients in the event of a claim. His period of insurance with Novae Syndicate 2007 commenced on 13 October 2014 and expired on 12 October 2016. As that cover was provided on a claims-made basis only, he needed to obtain run off cover in order to remain indemnified for any claim after 12 October 2016 in respect of treatment provided during the Novae Syndicate 2007 insured period. The fact that his registration was suspended by the Professional Conduct Committee in April 2016 did not absolve him from this professional responsibility to ensure that adequate indemnity arrangements remained in place in the event of such a claim.</p> <p>The Committee was satisfied that it had been clearly communicated to Mr Darfoor in the policy documentation, and in the communications relating both to the initial inception of the policy and its annual renewal, that the cover provided by Novae Syndicate 2007 was on a claims-made basis only.</p> <p>By email on 13 October 2015, Mr Chaston wrote to Mr Darfoor to regarding the 2015/16 annual renewal of his indemnity insurance with Novae Syndicate 2007, explaining that:</p> <p><i>"...At present there is no funding in place and we have not received payment from you in respect of your medical indemnity renewal premium.</i></p> <p><i>As per previous emails and telephone calls if we do not receive the premium in full by 5pm today there will be no cover in force from tomorrow. This means that unless you source alternative cover you cannot practice [sic] from 14/10/2015 as to do so would put you in breach of GDC regulations regarding holding appropriate indemnity cover.</i></p> <p><i>As you have been previously advised, this is a claims made policy which means that it will respond to claims that first arise during the period of insurance. Upon expiry of the insurance, any claims that arise from treatment provided before this date will not be covered. Any insurer you look to use going forward would need to provide you with a retroactive date of 13/10/2014 to ensure that treatment provided after this date is covered..."</i></p> <p>Mr Darfoor renewed his policy for 2015/16, with the policy now running until 12 October 2016.</p>

	<p>On 21 September 2016, Mr Welford of All Med Pro wrote to Mr Darfoor by email regarding the annual renewal of the policy for 2016/17. Mr Darfoor replied on 22 September 2016 to state:</p> <p><i>“...I am presently suspended from practice as a dentist, this suspension was sanctioned on the 22nd April 2016 for a 12 month period.</i></p> <p><i>I will look to contact All Med Pro in April 2017 and when I am ready to return back to practice.</i></p> <p><i>In the interim, can you clarify what happens after the 14th October 2016 and when my insurance policy lapses - specific to any claims/advice for treatment undertaken by me and whilst under cover with you...”</i></p> <p>Mr Welford replied on 26 September 2016, stating:</p> <p><i>“I’m really sorry to hear you are currently suspended.</i></p> <p><i>Your current indemnity policy is on a claims made basis which means if you don’t continue any new claim that arise in the last 2 years would not be indemnified.</i></p> <p><i>Options are you could renew your policy with an endorsement stating you are not practicing and adjust when you are allowed to practice, or take the chance and not renew...”</i></p> <p>The records show that Mr Darfoor did not renew the policy. He also did not take out any run off cover. On 20 October 2017 he wrote to All Med Pro seeking clarification on the claims-made basis of the policies he had held with Novae Syndicate 2007, setting out his understanding that <i>“when the policy is no longer active then there would be no cover afforded”</i>.</p> <p>The Committee therefore determined that Mr Darfoor was under a professional duty to obtain run off cover, that he was aware of this duty and that he failed to comply with it.</p> <p>Accordingly, the Committee found this charge proved.</p>
5.	<p><i>Between 13 October 2014 and 12 October 2016 or later, you did not maintain appropriate professional indemnity insurance and your conduct:</i></p>
5. a.	<p><i>lacked integrity;</i></p> <p>The Committee determined that Mr Darfoor did not maintain appropriate professional indemnity insurance over this period in two respects. First, he was not at any stage covered for implant treatment, as the cover under Novae Syndicate 2007 excluded this area of his practice. Secondly, he did not maintain run off cover following the expiry of the policy on 12 October 2016. This meant that he was only covered for claims made in relation to his general dentistry work for the insured period 13 October 2014 and 12</p>

October 2016: any claims made after 12 October 2016 for such work would not be covered.

In deciding whether Mr Darfoor's conduct lacked integrity, the first consideration for the Committee was whether and to what extent he knew that implant treatment was excluded and/or that the policy was provided on a claims-made basis only meaning that, in the absence of run off cover, claims made after the expiry of the policy would not be covered.

The Committee determined that Mr Darfoor would have clearly understood that the Novae Syndicate 2007 policy excluded implantology. This was clearly communicated to him, including in the original quotation letter, which stated: "*Novae are unable to provide cover for Implantology*" and that the policy quoted for "*Excludes: Implantology*". The policy documents themselves also stated the cover was limited to "*General Dental Practice*" and that the "*Placement of dental implants...*", among other procedures, was excluded from the scope of the cover.

The matter was also discussed in the communications passing between Mr Darfoor and All Med Pro when arranging the policy. That correspondence shows that Mr Darfoor had initially been offered two policies: one with Anglo Pacific Consultants Ltd with an annual premium of £68,900 and which covered implantology and the other with Novae Syndicate 2007 with an annual premium of £18,550 which excluded several areas of practice, including implantology.

On 10 September 2014 Mr Darfoor emailed Mr Chaston at All Med Pro to ask "*can Novae also provide a quote for Dental Implantology*" to which Mr Chaston replied later the same day "*Novae will not provide Implantology at all, just QBE at the more expensive premium I mentioned the other day £60k+.*" The correspondence shows that Mr Darfoor ultimately opted to take out the Novae Syndicate 2007 policy without implantology cover, as he was unable to arrange funding for the more expensive Anglo Pacific Consultants Ltd quote.

By email to Mr Chaston on 3 October 2014, Mr Darfoor stated:

"Lets proceed with Novaes proposal

In contrast, Novae's quote was:

*Excluding Implantology and Oral Surgery: £18,550.00 + £500.00
Dento-Legal Expenses Insurance = £19,050.00 Excess £10,000 each
and every claim"*

Whilst Mr Darfoor would later complain to All Med Pro in 2019 that he had been mis-sold the policy on the basis that he had not been made aware that the policy excluded implantology, the Committee determined that his complaint was false and was likely to have been made in an attempt to cover up his actions whilst under the scrutiny of GDC investigation. He could have been in no doubt whatsoever at the time the policy was incepted and

	<p>subsequently renewed that it excluded implantology.</p> <p>In the Committee's judgment, Mr Darfoor's professional duty was clear: he either needed to incur the additional expense of taking out cover which included implantology or he needed to refrain from providing implant treatment to patients. By proceeding to take out cover which excluded implantology whilst continuing to practise in that area of dentistry, Mr Darfoor knowingly acted in a way which was in breach of fundamental GDC standards and which also abused the trust which was placed in him by his implant patients. His conduct therefore lacked integrity.</p> <p>In respect of the issue of run off cover, the Committee has already found as fact at charge 4 above that Mr Darfoor was under a professional duty to obtain run off cover, that he was aware of this duty and that he failed to comply with it.</p> <p>His 2019 complaint to All Med Pro about being mis-sold the policy also included an allegation that he had not been made aware that the policy was on a claims-made basis. In the Committee's view, his complaint was false and was an attempt to cover up his action. His complaint was inconsistent with the clear wording of the policy documents and the contemporaneous correspondence which had passed between him and All Med Pro. The Committee determined that Mr Darfoor had always known that the policy with Novae Syndicate 2007 was on a claims-made basis. He would have understood the significance of the policy being on a claims-made basis only, as this was repeatedly clearly explained to him both in the policy documents and in the communications passing between him and All Med Pro.</p> <p>The Committee determined that Mr Darfoor deliberately chose to "take the chance" and not to renew his policy whilst his registration was suspended or otherwise take out run off cover. He appeared to have done so in order to put his own financial interests before the best interests of his patients. He would have understood that failing to maintain continuous cover would have been in breach of fundamental GDC standards and in breach of the trust his patients placed in him to maintain adequate indemnity arrangements in respect of their treatment. His conduct therefore lacked integrity.</p> <p>Accordingly, the Committee found this charge proved.</p>
5. b.	<p><i>was dishonest in that you knew you were not appropriately indemnified.</i></p> <p>Found proved.</p> <p>The Committee found this charge proved both in respect of the lack of indemnity for implant work and the lack of run off cover following the expiry of the policy. Mr Darfoor was fully aware of these matters. This was not a misunderstanding or an administrative oversight. He was fully aware that he was not indemnified in respect of implant treatment but continued to provide implant treatment to patients. He knew that this was in clear breach of fundamental GDC standards and in breach of the trust which his patients placed in him. He was also fully aware that, upon the expiry of his cover on 12 October 2016, his patients would cease to be covered in respect of his</p>

	<p>general dentistry work but he chose not to take out run off cover which would have protected them. Again, he knew that this was in clear breach of fundamental GDC standards and in breach of the trust which his patients placed in him.</p> <p>In the Committee's judgment, such conduct would clearly be regarded as dishonest by the standards of ordinary decent people and Mr Darfoor would have understood this at the time.</p> <p>Accordingly, the Committee found this charge proved.</p>
6.	<i>On about 20 May 2017:</i>
6. a.	<p><i>you purported to obtain professional indemnity insurance to 20 May 2018 with Barbican Syndicate 1955 (with a retroactive date of 14 October 2014) on a claims-made basis which excluded implantology;</i></p> <p>Found proved.</p> <p>The Committee had regard to the policy documentation which showed that, on or around 20 May 2017, Mr Darfoor took out professional indemnity insurance with Barbican Syndicate 1955 (later voided for non-payment) retroactive to 14 October 2014 on a claims-made basis which excluded implantology.</p> <p>Accordingly, the Committee found this charge proved.</p>
6. b.	<p><i>your practice included implantology.</i></p> <p>Found proved.</p> <p>Whilst Mr Darfoor stated in the proposal form that, although he had historically provided implant treatment, he did not intend to undertake implant work in the coming year, the Committee determined that this declaration was likely to be inaccurate and intended to conceal his intention of continuing to carry out implant work, which had been a significant part of his practice.</p> <p>The Committee had regard to the WhatsApp messages exhibited in Witness 1's witness statement, in which Mr Darfoor was arranging implant treatment with the patient in August 2017.</p> <p>The Committee also noted the terms of Mr Darfoor's proposal form dated 2 April 2018, in which he declared under the heading "Activities" that 10% of his work was "implants".</p> <p>Accordingly, the Committee found this charge proved.</p>
7.	<p><i>On about 9 October 2017 professional indemnity insurance with Barbican Syndicate 1955 was voided from inception.</i></p> <p>Found proved.</p>

	<p>The Committee had regard to the cancellation email sent by the insurance brokers to Mr Darfoor on 9 October 2017, which confirmed that the policy had been cancelled with effect from the inception date of 15 May 2017 owing to non-payment. The email stated:</p> <p><i>“Following my recent email with regards to cancelling your Professional Indemnity policy, please accept this as confirmation that this has now all been processed with effect from the inception date of the 15th May 2017.</i></p> <p><i>I can confirm that the cancellation reason given to us by the insurers are as follows:</i></p> <p><i>The Insured shall pay in full to the Insurer the premium amount within 30 days of when the Policy would otherwise incept. If the premium has not been paid within 30 days the Insurer shall notify the Insured in writing that this Policy has not come into effect because of the non-payment of premium.</i></p> <p><i>They unfortunately had to invoke this clause due to the failed payment due on the 6th October 2017, which was confirmed via email and missed call on the same day...”</i></p> <p>Accordingly, the Committee found this charge proved.</p>
8.	<p><i>On professional indemnity insurance with Barbican Syndicate 1955 being voided on about 9 October 2017, you failed to obtain replacement professional indemnity insurance.</i></p> <p>Found proved.</p> <p>The Committee was satisfied that, upon his indemnity insurance with Barbican Syndicate 1955 being voided, Mr Darfoor was under a professional duty to obtain replacement professional indemnity insurance in order to protect his patients. He failed to do so on the evidence available to the Committee. There was no record before the Committee of any alternative cover being sought or obtained. His brokers confirmed that no such alternative cover was taken out. Mr Darfoor has not himself suggested when responding to his regulator the GDC that he had obtained replacement cover, which would have provided a complete answer to this allegation.</p> <p>The Committee was therefore satisfied that it is more likely than not that no replacement cover had been taken out.</p> <p>Accordingly, the Committee found this charge proved.</p>
9.	<p><i>Between about 13 October 2016 and 20 May 2018 you did not maintain appropriate professional indemnity insurance and your conduct:</i></p>
9. a.	<p><i>lacked integrity;</i></p> <p>Found proved.</p>

	<p>The Committee determined that Mr Darfoor did not maintain appropriate professional indemnity insurance over this period in two respects. First, there was never in any event any cover for implant treatment, as the cover under Barbican Syndicate 1955 excluded this area of his practice. Secondly, the policy (in so far as it would have covered his other work) was then voided from inception for non-payment of the premium. This meant that he had no indemnity cover in place at all for the period 13 October 2016 to 20 May 2018, even though he had resumed practice following his 12 month suspension in April 2016 and provided a range of dental treatment to patients, including implants.</p> <p>The Committee was satisfied that Mr Darfoor would have understood that he was practising without any indemnity arrangements in place and that he would have known that this was in breach of fundamental GDC standards and of the trust which his patients were placing in him. Indeed, he was actively being pursued in respect of claims from multiple patients for which he knew he was not indemnified. His conduct lacked integrity.</p> <p>Accordingly, the Committee found this charge proved.</p>
9. b.	<p><i>was dishonest in that you knew you were not appropriately indemnified.</i></p> <p>Found proved.</p> <p>The Committee was satisfied that this was not a misunderstanding or an administrative oversight. Mr Darfoor was fully aware that he was not indemnified but continued to provide treatment to patients, including implants. He knew that this was in clear breach of fundamental GDC standards and in breach of the trust which his patients placed in him.</p> <p>In the Committee's judgment, such conduct would clearly be regarded as dishonest by the standards of ordinary decent people and Mr Darfoor would have understood this at the time.</p> <p>Accordingly, the Committee found this charge proved.</p>
10.	<p><i>On about 20 May 2018 you purported to obtain professional indemnity insurance to 20 May 2019 with Argo Syndicate 1200 (with a retroactive date of 13 October 2014) on a claims-made basis.</i></p> <p>Found proved.</p> <p>The Committee had regard to the policy documentation which showed that, on or around 20 May 2018, Mr Darfoor took out professional indemnity insurance with Argo Syndicate 1200 (later cancelled for non-payment) retroactive to 13 October 2014 on a claims-made basis.</p> <p>Accordingly, the Committee found this charge proved.</p>
11.	<p><i>On about 6 July 2018 the policy with Argo Syndicate 1200 was cancelled.</i></p> <p>Found proved.</p>

	<p>The Committee had regard to the cancellation email sent by the insurance brokers to Mr Darfoor on 6 July 2018, which confirmed that the policy had been cancelled with effect from 6 July 2018 owing to non-payment. The email stated:</p> <p><i>“Please take this email as confirmation that your Dental Medical Malpractice Insurance, originally inceptioned on 20th May 2018, is being cancelled as at today’s date, being 6th July 2018.</i></p> <p><i>The cancellation is due to non-payment of premium as agreed at the outset of your contract.</i></p> <p><i>Please note there will be a charge for time on cover, the insurer is in the process of updating this figure from when they initially intended to cancel the cover.”</i></p> <p>Accordingly, the Committee found this charge proved.</p>
12.	<p><i>On cancellation of professional indemnity insurance with Argo Syndicate 1200 on about 6 July 2018, you failed to obtain replacement professional indemnity insurance.</i></p> <p>Found proved.</p> <p>Whilst Mr Darfoor claimed to the Interim Orders Committee on 21 August 2021 that he had ceased practising upon the cancellation of his cover on 6 July 2018, the clinical records available to the Committee show that he in fact continued to practise, including by providing treatment to Witnesses 1 and 7. He therefore needed to obtain replacement professional indemnity insurance. There is no record of his having done so.</p> <p>Accordingly, the Committee found this charge proved.</p>
13.	<p><i>From 6 July 2018 until about 20 May 2020 you did not maintain appropriate professional indemnity insurance and your conduct</i></p>
13. a.	<p><i>lacked integrity;</i></p> <p>Found proved.</p> <p>The Committee determined that Mr Darfoor did not maintain appropriate professional indemnity insurance over this period as his cover under Argo Syndicate 1200 was cancelled with effect from 6 July 2018 and he continued practising and did not obtain any replacement cover. Even if, contrary to the clinical records, he had ceased practising from this date as claimed by him to the Interim Orders Committee, he would still have been under a duty to obtain run off cover in respect of the treatment which he had already provided up to 6 July 2018.</p> <p>The Committee was satisfied that Mr Darfoor would have understood that he was practising without any indemnity arrangements in place and that he would have known that this was in breach of fundamental GDC standards</p>

	<p>and of the trust which his patients were placing in him. His conduct lacked integrity.</p> <p>Accordingly, the Committee found this charge proved.</p>
13. b.	<p><i>was dishonest in that you knew you were not appropriately indemnified.</i></p> <p>Found proved.</p> <p>The Committee was satisfied that this was not a misunderstanding or an administrative oversight. Mr Darfoor was fully aware that he was not indemnified but continued to provide treatment to patients, including implants. He knew that this was in clear breach of fundamental GDC standards and in breach of the trust which his patients placed in him.</p> <p>In the Committee's judgment, such conduct would clearly be regarded as dishonest by the standards of ordinary decent people and Mr Darfoor would have understood this at the time.</p> <p>Accordingly, the Committee found this charge proved.</p>
14.	<p><i>On about 20 May 2020:</i></p>
14. a.	<p><i>you purported to obtain professional indemnity insurance to 20 May 2021 with CNA Insurance Company Limited (with a retroactive date of 13 October 2014) on a claims-made basis which excluded implantology;</i></p> <p>Found proved.</p> <p>The Committee had regard to the policy documentation which showed that, on or around 20 May 2020, Mr Darfoor took out professional indemnity insurance with CNA Insurance Company Limited (later voided for non-payment) retroactive to 13 October 2014 on a claims-made basis which excluded implantology.</p> <p>Accordingly, the Committee found this charge proved.</p>
14. b.	<p><i>your practice included implantology.</i></p> <p>Found proved.</p> <p>The Committee had regard to the terms of the indemnity application form dated 29 October 2019 in which Mr Darfoor declared that implant treatment accounted for 25% of his clinical work and that he had placed 40 implants in the past year with an intention of placing a further 40 in the following years.</p> <p>Accordingly, the Committee found this charge proved.</p>
15.	<p><i>On about 27 October 2020 the policy with CNA Insurance Company Limited was voided from inception.</i></p> <p>Found proved.</p>

	<p>The Committee had regard to an undated letter from CNA Insurance Company Limited informing Mr Darfoor of the cancellation of his policy with effect from 27 October 2020 (subject to a two-day notice period) for non-payment. The cancellation of the policy meant that it was voided from inception (20 May 2020).</p> <p>Accordingly, the Committee found this charge proved.</p>
16.	<p><i>On professional indemnity insurance with CNA Insurance Company Limited being voided on about 27 October 2020, you failed to obtain alternative professional indemnity insurance.</i></p> <p>Found proved.</p> <p>There was no evidence before the Committee of Mr Darfoor obtaining alternative professional indemnity insurance to cover his practice from 20 May 2020. In his witness statement, Mr Kelley, who was Mr Darfoor's broker at the time, states that if Mr Darfoor had attempted to take out alternative cover through his firm, he would have been aware of this and that no attempt was made. When asked by the GDC, Mr Darfoor provided no further information on this point.</p> <p>Accordingly, the Committee found this charge proved.</p>
17.	<p><i>From about 20 May 2020 until about 11 August 2021 you did not maintain appropriate professional indemnity insurance and your conduct:</i></p>
17. a.	<p><i>lacked integrity;</i></p> <p>Found proved.</p> <p>The Committee determined that Mr Darfoor did not maintain appropriate professional indemnity insurance over this period as his cover with CNA Insurance Company Limited was voided from inception. He continued practising and failed to obtain any replacement cover.</p> <p>The Committee was satisfied that Mr Darfoor would have understood that he was practising without any indemnity arrangements in place and that he would have known that this was in breach of fundamental GDC standards and of the trust which his patients were placing in him. His conduct lacked integrity.</p> <p>Accordingly, the Committee found this charge proved.</p>
17. b.	<p><i>was dishonest in that you knew you were not appropriately indemnified.</i></p> <p>Found proved.</p> <p>The Committee was satisfied that this was not a misunderstanding or an administrative oversight. Mr Darfoor was fully aware that he was not indemnified but continued to provide treatment to patients, including implants. He knew that this was in clear breach of fundamental GDC standards and in breach of the trust which his patients placed in him.</p>

	<p>In the Committee's judgment, such conduct would clearly be regarded as dishonest by the standards of ordinary decent people and Mr Darfoor would have understood this at the time.</p> <p>Accordingly, the Committee found this charge proved.</p>
18.	<p><i>You made representations to the GDC to the effect that you held appropriate professional indemnity insurance when you did not:</i></p>
18. a.	<p><i>By letter dated 9 November 2017 when you provided a schedule from Barbican Syndicate 1955 purporting to provide professional indemnity insurance for the period May 2017 to May 2018;</i></p> <p>Found proved.</p> <p>The Committee had sight of the letter dated 9 November 2017 to the GDC in which Mr Darfoor attached the schedule from Barbican Syndicate 1955 purporting to provide professional indemnity insurance for the period May 2017 to May 2018. As Mr Darfoor knew, the policy had in fact already been cancelled from inception owing to non-payment and therefore provided no cover for the period May 2017 to May 2018.</p> <p>Accordingly, the Committee found this charge proved.</p>
18. b.	<p>AMENDED TO READ: <i>By email dated 25 July 2018 when you provided:</i></p>
18. b. i.	<p><i>A schedule from Barbican Syndicate 1955 purporting to provide professional indemnity insurance for the period May 2017 to May 2018;</i></p> <p>Found proved.</p> <p>The Committee had sight of the email dated 25 July 2018 to the GDC in which Mr Darfoor attached the schedule from Barbican Syndicate 1955 purporting to provide professional indemnity insurance for the period May 2017 to May 2018. As Mr Darfoor knew, the policy had in fact already been cancelled from inception owing to non-payment and therefore provided no cover for the period May 2017 to May 2018.</p> <p>Accordingly, the Committee found this charge proved.</p>
18. b. ii.	<p><i>A schedule from Argo Syndicate 1200 purporting to provide professional indemnity insurance for the period May 2018 to May 2019</i></p> <p>Found proved.</p> <p>The Committee had sight of the email dated 25 July 2018 to the GDC in which Mr Darfoor attached the schedule from Argo Syndicate 1200 purporting to provide professional indemnity insurance for the period May 2018 to May 2019. As Mr Darfoor knew, the policy had in fact already been cancelled from 6 July 2018 owing to non-payment and therefore provided no cover for the period 6 July 2018 to May 2019.</p> <p>Accordingly, the Committee found this charge proved.</p>

18. c.	<p><i>By email dated 26 November 2018 when you provided a schedule from Argo Syndicate 1200 purporting to provide professional indemnity insurance for the period May 2018 to May 2019;</i></p> <p>Found proved.</p> <p>The Committee had sight of the email dated 26 November 2018 to the GDC in which Mr Darfoor attached the schedule from Argo Syndicate 1200 purporting to provide professional indemnity insurance for the period May 2018 to May 2019. As Mr Darfoor knew, the policy had in fact already been cancelled from 6 July 2018 owing to non-payment and therefore provided no cover for the period 6 July 2018 to May 2019.</p> <p>Accordingly, the Committee found this charge proved.</p>
18. d.	<p><i>By email dated 17 December 2018 when you provided a schedule from Argo Syndicate 1200 purporting to provide professional indemnity insurance for the period May 2018 to May 2019;</i></p> <p>Found proved.</p> <p>The Committee had sight of the email dated 17 December 2018 to the GDC in which Mr Darfoor attached the schedule from Argo Syndicate 1200 purporting to provide professional indemnity insurance for the period May 2018 to May 2019. As Mr Darfoor knew, the policy had in fact already been cancelled from 6 July 2018 owing to non-payment and therefore provided no cover for the period 6 July 2018 to May 2019.</p> <p>Accordingly, the Committee found this charge proved.</p>
18. e.	<p><i>By email dated 13 November 2019 when you provided policy wording from Argo Syndicate 1200;</i></p> <p>Found proved.</p> <p>The Committee had sight of the email dated 13 November 2019 to the GDC in which Mr Darfoor provided policy wording from Argo Syndicate 1200. As Mr Darfoor knew, the policy had in fact already been cancelled from 6 July 2018 owing to non-payment and therefore provided no cover for the period 6 July 2018 to May 2019.</p> <p>Accordingly, the Committee found this charge proved.</p>
18. f.	<p><i>Before the Interim Orders Committee ('IOC') on 11 August 2021 when you provided a statement dated 6 August 2021 in which you claimed:</i></p>
18. f. i.	<p><i>You had held professional indemnity insurance with CNA Insurance Company Limited for the period 20 May 2019 (retroactive from 14 October 2014) to 19 May 2020;</i></p> <p>Found proved.</p>

	<p>The Committee had sight of the statement dated 6 August 2021 which Mr Darfoor had provided to the Interim Orders Committee on 11 August 2021. In that statement, he stated that he held professional indemnity insurance with CNA Insurance Company Limited for the period 20 May 2019 (retroactive from 14 October 2014) to 19 May 2020. However, there is no record of any such policy being issued. The Committee accepted the evidence of Mr Banks, as set out in his witness statement dated 14 February 2024, that the schedule document which Mr Darfoor provided appears to have been falsified. In particular, the Insurance Premium Tax (IPT) rate is stated on the schedule to be 10% when that rate of tax had risen to 12% as of June 2017.</p> <p>In the Committee's judgment, if the policy schedule, purported to have been issued in May 2019, were genuine, then the correct rate of IPT (12%) would have been stated on the form rather than the lower rate from some years earlier. The Committee determined that the policy schedule document had been falsified and that Mr Darfoor's statement to the Interim Orders Committee that he had cover in place for this period was false, as no policy had been incepted.</p> <p>Accordingly, the Committee found this charge proved.</p>
18. f. ii.	<p><i>You had held indemnity insurance with CNA Insurance Company Limited from 20 May 2020, (retroactive from 14 October 2014) to 19 May 2021;</i></p> <p>Found proved.</p> <p>The Committee had sight of the statement dated 6 August 2021 which Mr Darfoor had provided to the Interim Orders Committee on 11 August 2021. In that statement, he stated that he held professional indemnity insurance with CNA Insurance Company Limited from 20 May 2020 (retroactive from 14 October 2014) to 19 May 2021. Whilst such a policy was incepted, it was subsequently voided from inception for non-payment. Mr Darfoor knew this at the time he made his statement to the Interim Orders Committee and his statement was therefore false.</p> <p>Accordingly, the Committee found this charge proved.</p>
18. f. iii.	<p><i>You held indemnity insurance with CNA Insurance Company Limited from 20 May 2021 (retroactive from 14 October 2014) to 19 May 2022.</i></p> <p>Found proved.</p> <p>The Committee had sight of the statement dated 6 August 2021 which Mr Darfoor had provided to the Interim Orders Committee on 11 August 2021. In that statement, he stated that he held professional indemnity insurance with CNA Insurance Company Limited from 20 May 2021 (retroactive from 14 October 2014) to 19 May 2022. There is no record of any such policy being incepted and the Committee determined that it is more likely than not that no such policy was ever incepted and that Mr Darfoor's statement was therefore false.</p>

	Accordingly, the Committee found this charge proved.
19.	<i>On 11 August 2021 you inaccurately informed the IOC that:</i>
19. a.	<p><i>“From October 2014 to date (7 years) I have not had to make a notification of a claim. Nor has a single patient brought a claim”;</i></p> <p>Found proved.</p> <p>The Committee had regard to the claims history which Mr Darfoor had earlier disclosed when applying for indemnity cover. He had a significant claims history and was aware of this at the time he made his statement to the Interim Orders Committee.</p> <p>Accordingly, the Committee found this charge proved.</p>
19. b.	<p><i>From about May 2019, “The indemnity cover has been continuous and all payments have been met”.</i></p> <p>Found proved.</p> <p>Mr Darfoor made this declaration in a signed statement which he provided to the Interim Orders Committee. For the reasons set out in the preceding charges, the Committee determined that the statement was inaccurate, as Mr Darfoor had not maintained continuous cover from about May 2019. He had either not taken out cover at all during that period or such cover had been voided for non-payment.</p> <p>Accordingly, the Committee found this charge proved.</p>
20.	AMENDED TO READ: <i>Your conduct as set out above at 18(a)-(f) and/or 19(a)-(b):</i>
20. a.	<p><i>was misleading;</i></p> <p>Found proved.</p> <p>Reasons at charge 20. b. below.</p>
20. b.	<p><i>was dishonest in that you intended to mislead.</i></p> <p>Found proved.</p> <p>The Committee determined in respect of each of charges 18(a)-(f) and 19(a)-(b) that Mr Darfoor had made misleading statements which he knew to be untrue. He made those statements to the GDC and to the Interim Orders Committee to give the false impression that he had maintained adequate indemnity arrangements when in fact he had not done so. He relied on schedules of cancelled or voided policies when falsely suggesting that cover was in place and also appears to have falsified a policy document in order to give the impression of cover which had never existed. It is a serious matter for a registrant to make a false or misleading representation to the GDC and its statutory committees. Mr Darfoor was deliberately trying to mislead the GDC as part of its regulatory investigations and the Interim Orders</p>

	<p>Committee as part of its risk assessment. In the Committee's judgment, such conduct would clearly be regarded as dishonest by the standards of ordinary decent people and Mr Darfoor would have understood this at the time.</p> <p>Accordingly, the Committee found this charge proved in respect of charges 18(a)-(f) and 19(a)-(b), both individually and cumulatively.</p>
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15. We move to Stage Two.

Stage Two determination 2 July 2024

16. At this stage of the proceedings, the Committee shall decide whether the facts found proved (or any of them) amount to misconduct and, if so, whether Mr Darfoor's fitness to practise as a dentist is currently impaired by reason of that misconduct. If the Committee finds current impairment, it shall decide on what action, if any, to take in respect of his registration.
17. The Committee received written submissions from Miss Barnfather on behalf of the General Dental Council (GDC), which she supplemented orally.
18. Miss Barnfather summarised Mr Darfoor's fitness to practise history as follows ("PPC" is the Professional Performance Committee; "IC" is the Investigating Committee; "PCC" is the Professional Conduct Committee; and "CEs" are the Case Examiners):
 - "11.7.05 - Warning issued by PPC – following concerns regarding a failure to clear a debt with [a dental laboratory];
 - 13.1.11 – Warning issued by IC to ensure that in the future he responds to patient complaints in a timely [...] manner, takes appropriate and timely remedial action including honouring financial promises made to patients and ensures he puts patients' interests first at all times;
 - 20.9.13 – Reprimand issued by PCC in respect of potentially misleading representations on websites with regard to implantology. The PCC intended that the reprimand would serve "as a salutary lesson and that the attitudinal shortcomings the Committee has identified...will not feature again in your professional life";
 - 28.1.16 – Warning issued by IC in respect of allegations concerning the disposal of clinical waste;
 - 22.4.16 to 3.5.17 – 12 months suspension issued by PCC in respect of three implant patients and failings in respect of clinical care, informed consent including one finding of dishonesty;
 - 11.8.16 – IC issued Advice in respect of the importance of full and effective communications with patients including in respect of concerns raised by patients with respect to treatment and the importance of honouring any financial commitment made in respect of patient complaints;

14.7.17 – Advice issued by CEs in respect of keeping his clinical skills and knowledge up to date;

18.8.17 – Advice issued by CEs in respect of informed consent and record keeping;

24.8.17 – Advice issued by CEs in respect of communication with patients, informed consent, and standards of clinical care;

8.1.17 – Advice issued by CEs in respect of clinical care involving implants, referrals and post-operative care and instructions.”

19. Miss Barnfather submitted that the facts found proved amount to misconduct and that Mr Darfoor’s fitness to practise as a dentist is currently impaired by reason of that misconduct. In terms of patient harm, she referred in particular to four patients whose witness statements were before the Committee:

“Witness 1 [...] persisted in good faith with SD for many years, trusting him and indeed his explanations as to his indemnity situation and the GDC action. She was repeatedly misled by SD who she came to consider a friend. She sets out that having paid £50,000 to repair SD’s work she has been unable to afford representation to pursue a civil claim against him which in any event would not result in the receipt of any financial compensation. SD failed to even provide her with her records so as to assist with the continuity of her care. Patient 1 rightly says SD ought to have insurance, “I am left with nowhere to go and nowhere to turn to. It is unfair ...”. She reported SD to the police and understands the police have not been able to issue a warrant for his arrest until he returns to the UK [...]. In terms of the impact of his misconduct she says, “I feel defrauded in a way and I am angry as I feel like I am a victim of an injustice. I feel like people should be protected from Mr Darfoor” [...];

Witness 7 (who was told [b]y SD that he was on a sabbatical as opposed to suspended from April 2016) has been left in a dire condition having paid SD over £11,000 for treatment that failed. He sets out, “it seems as though everything that was promised to me was just a way a getting money. In hindsight, I would never recommend going near Mr Darfoor. I believe he is a fraud and this has dented my confidence with other dentists” [...];

Witness 9, whose complaint about an implant placed by SD was closed with Advice by the GDC, has articulately set [out] the consequences to her of SD having falsely held himself out as being an indemnified professional [...]. The firm of solicitors she first approached were unwilling to take on the case as “they already had experience of Mr Darfoor” and knew she would never see any financial recompense. She eventually represented herself and obtained judgement for over £17,000 which she has never received, “I have not received any money the court awarded Mr Darfoor pay to me. Whilst I care about not receiving the money that the courts awarded, this was not my primary motivation. This is why I contacted the GDC first, as I could not understand how Mr Darfoor had been able to continue to practise without indemnity...” [...]. Her Particulars of Claim [...] sets out SD’s negligence and the significant consequences of such to her. Her inability to understand how SD was able to continue to practise without indemnity cover is likely to be shared by the public;

Witness 10 similarly found solicitors were unwilling to assist her in her claim as SD was known to them and known to not have indemnity cover. She was told there would be no compensation received without insurance in place and that SD “lived a lavish lifestyle” and her money would have gone into furthering this. [...] and she has had to fund remedial treatment herself. She says she put her faith and confidence in SD and “I trusted him and he broke that trust. I just feel so angry and let down”. She now has a phobia of dentists and, “I feel very strongly about being unable to pursue Mr Darfoor for compensation. I do not have a lot of money... I was in a better position before I saw Mr Darfoor than when I left. He has left me in a much worse state and he has put me in pain for [...]over two years. I feel like I paid him a lot of money for nothing and he broke my trust” [...].”

20. Miss Barnfather submitted that the only appropriate outcome in this case is that of erasure.
21. There were no submissions from Mr Darfoor as there continued to be no attendance or engagement from him at this stage of the hearing.
22. The Committee accepted the advice of the Legal Adviser on the issues of misconduct, impairment and sanction.
23. The Committee had regard to the *Guidance for the Practice Committees including Indicative Sanctions Guidance* (effective 1 October 2016, last revised December 2020) (the “ISG”).

Misconduct

24. Misconduct is a serious departure from the standards reasonably expected of a dental professional. In assessing whether the facts found proved amount to misconduct, the Committee had regard to the following principles from *Standards for the Dental Team* (September 2013):
 - 1.3: You must be honest and act with integrity
 - 1.3.1 You must justify the trust that patients, the public and your colleagues place in you by always acting honestly and fairly in your dealings with them. This applies to any business or education activities in which you are involved as well as to your professional dealings.
 - 1.3.2 You must make sure you do not bring the profession into disrepute.
 - 1.3.3 You must make sure that any advertising, promotional material or other information that you produce is accurate and not misleading, and complies with the GDC’s guidance on ethical advertising.
 - 1.7: You must put patients’ interests before your own or those of any colleague, business or organisation
 - 1.7.1 You must always put your patients’ interests before any financial, personal or other gain.

1.8: You must have appropriate arrangements in place for patients to seek compensation if they have suffered harm

1.8.1 You must have appropriate insurance or indemnity in place to make sure your patients can claim any compensation to which they may be entitled (See our website for further guidance on what types of insurance or indemnity the GDC considers to be appropriate).

1.8.2 You should ensure that you keep to the terms and conditions of your insurance or indemnity and contact the provider as soon as possible when a claim is made. A delay in contacting the provider could disadvantage patients and may affect the level of help you receive from the provider.

Standard 9.1: You must ensure that your conduct, both at work and in your personal life, justifies patients' trust in you and the public's trust in the dental profession

25. In the Committee's judgment, Mr Darfoor acted in substantial breach of the above standards. He knowingly practised without adequate indemnity over a period of several years. He knew that he did not have any adequate indemnity arrangements in place but continued to provide complex, invasive and high-risk treatment. His failure to maintain adequate indemnity was in itself a breach of a fundamental tenet of the profession and had the potential to put his patients at risk of serious financial harm. The evidence before the Committee is that patients have suffered serious physical, emotional and financial harm, with potentially many more affected patients yet to be identified. His lack of indemnity over a period of several years is made even more serious by the fact that this was a deliberate breach of professional standards and trust. By deliberately choosing to practise without adequate indemnity Mr Darfoor acted dishonestly and so breached another fundamental tenet. When under the scrutiny of GDC investigation into his indemnity arrangements he continued to act dishonestly by attempting to cover up his wrongdoing. He made false declarations to the GDC and to the Interim Orders Committee regarding his indemnity status and produced a falsified insurance policy schedule.

26. The Committee determined that Mr Darfoor's repeated dishonest failures to maintain indemnity over a period of years and his subsequent dishonest declarations regarding his indemnity status clearly amount to misconduct.

Impairment

27. In assessing whether Mr Darfoor's fitness to practise as a dentist is currently impaired by reason of misconduct, the Committee had regard to whether his misconduct is remediable, whether it had been remedied and the risk of repetition. The Committee also had regard to the wider public interest, which includes the need to declare and uphold appropriate standards of conduct and behavior.

28. The Committee considered that Mr Darfoor's misconduct is difficult to remedy, as it was attitudinal in nature and spanned many years. He has demonstrated a fundamental lack of integrity and repeatedly acted dishonestly for financial gain. He dishonestly practised without adequate indemnity arrangements over a period of years, seemingly to save money. These premeditated acts of dishonesty are compounded by his later

false declarations to the GDC and the Interim Orders Committee in an attempt to cover up his wrongdoing. These false declarations were not simply “disingenuous” or examples of being economical with the truth: Mr Darfoor blatantly and repeatedly lied to the GDC as part of its formal investigation into his fitness to practise and to the Interim Orders Committee as part of its risk assessment at a formal hearing. When making his false declarations to the GDC and the Interim Orders Committee, he also produced a falsified insurance policy schedule document.

29. Not only is Mr Darfoor’s misconduct difficult to remedy, but he has not in any event demonstrated any evidence of remediation. He has not attended this hearing or engaged in the proceedings in any meaningful way. There is no apology from him or expression of remorse. There is no evidence of any reflection or remedial steps, beyond the following brief statement which he made when confirming that he would not be attending the hearing:

“...I will admit that there were lapses in my Indemnity cover and the some of my representations to the GDC were disingenuous.

In my summation, it was highly probable that there would be an adverse finding against me at the conclusion of the PCC hearing and I have resigned myself to that conclusion.

I therefore, will not be attending nor will I have representation at the scheduled hearing and I will look to invest in myself, my character and my skills over the next 5 years....”

30. In addition, as a result of his continued lack of adequate indemnity arrangements, numerous patients remain unable to pursue litigation against Mr Darfoor, or to recover the compensation which had been awarded to them by the courts. Mr Darfoor has ceased practising in the United Kingdom and has moved to another country, seemingly in an attempt to escape his civil (and potentially criminal) liabilities to those patients. In the Committee’s judgement, Mr Darfoor has not in any sense whatsoever remedied his misconduct.
31. The Committee also had regard to Mr Darfoor’s substantial fitness to practise history, which includes thematically similar acts of dishonesty towards patients and a failure to put his patients’ best interests before his own interests.
32. In the Committee’s judgment, there remains a high risk of repetition should Mr Darfoor ever be allowed to resume practice without any restriction on his registration.
33. The Committee also considered that Mr Darfoor’s misconduct is in itself so serious as to bring the profession into disrepute regardless of the risk of repetition. He has breached fundamental tenets of the profession over a period of years and has caused serious harm to patients. Public confidence in the profession and its regulation would be severely undermined if no finding of impairment were to be made to mark the seriousness of his misconduct.
34. The Committee determined that Mr Darfoor’s fitness to practise as a dentist is currently impaired by reason of misconduct on both public protection grounds and in the wider public interest.

Sanction

35. The purpose of a sanction is not to be punitive, although it may have that effect, but to protect the public and the wider public interest. In deciding on what sanction, if any, to impose, the Committee had regard to the aggravating and mitigating features present in this case.
36. The aggravating factors include:
- actual harm caused to patients, including substantial financial and emotional harm;
 - serious dishonesty, which was premeditated and sustained over a period of years;
 - financial gain by avoiding the cost of maintaining adequate indemnity arrangements;
 - breach of trust;
 - a blatant or wilful disregard of the role of the GDC and the systems regulating the profession;
 - attempts to cover up wrongdoing, through false declarations to the GDC and its statutory committees and by falsifying an insurance policy document;
 - substantial fitness to practise history, including thematically similar misconduct involving dishonesty;
 - a complete lack of any evidence of insight.
37. The Committee could not identify any mitigating factors from the material available to it.
38. The Committee considered sanction in ascending order of restrictiveness.
39. To conclude this case with no further action or a reprimand would be wholly inappropriate in the Committee's judgment, given the seriousness of the misconduct, the high risk of repetition and the need to uphold and declare appropriate standards of conduct.
40. The Committee next considered whether to direct that Mr Darfoor's registration be made subject to his compliance with conditions for a period of up to 36 months, with or without a review. The Committee could not identify any conditions which could be formulated to be workable, measurable and proportionate given the nature of Mr Darfoor's misconduct and his lack of engagement. This is a case of serious and sustained pre-meditated dishonesty spanning many years of unindemnified practice and involving false declarations to the GDC and its statutory committees. Conditions of practice would merely require Mr Darfoor to comply with basic professional standards to which he is already subject and which he had repeatedly and knowingly breached in complete disregard for the role of his regulator. Even if conditions of practice could be formulated to address the nature of his misconduct, the Committee determined that conditional registration would be wholly insufficient to protect the public or to mark the seriousness of the misconduct.
41. The Committee next considered whether to direct that Mr Darfoor's registration be suspended for a period of up to 12 months, with or without a review. In assessing the sufficiency of suspension, the Committee also had regard to erasure.
42. Having regard to the indicative factors for suspension at paragraph 6.28 of the ISG, the Committee was not satisfied that *"there is no evidence of harmful deep-seated personality or professional attitudinal problems (which might make erasure the*

appropriate order)". In the Committee's view, Mr Darfoor demonstrates a harmful deep-seated professional attitudinal problem. The misconduct in the present case, and his lengthy earlier fitness to practise history, demonstrates that he is unwilling or incapable of adhering to even basic professional standards. He knowingly practised for many years without any adequate indemnity arrangements in place even though he was providing often complex, invasive and high-risk treatment. The fundamental importance of indemnity to patient protection would have been obvious to him, not least because of his own substantial claims history and because of the increasing number of complaints and claims which his patients were seeking to bring in relation to the quality of his work. When under the scrutiny of GDC investigation in relation to his indemnity arrangements, he repeatedly made false declarations, dishonestly declaring that he had been adequately indemnified. He made his dishonest declarations by reference to policies which he knew had been voided or cancelled for non-payment and also by reference to policies which he knew had never even existed. He even went so far as to produce a falsified insurance policy schedule document. He demonstrates no insight or remorse for his misconduct.

43. In the Committee's judgment, the following factors indicated for erasure at paragraph 6.34 of the ISG are present:

- serious departures from the relevant professional standards;
- where a continuing risk of serious harm to patients or other persons is identified;
- the abuse of a position of trust or violation of the rights of patients...;
- serious risk of harm to patients including financial harm;
- serious dishonesty which has been persistent and covered up;
- a persistent lack of insight into the seriousness of actions and their consequences.

44. Having regard to all the circumstances, the Committee determined that erasure is the only appropriate and proportionate sanction in this case. A period of suspension would serve no meaningful purpose, as there is nothing to suggest that Mr Darfoor would genuinely seek to remedy his misconduct and maintain adequate indemnity arrangements. His repeated dishonesty is so serious that neither the public nor the GDC can ever be expected to place their trust in him again. He has demonstrated a pattern of conduct over a period of years which is fundamentally incompatible with professional registration. He has caused serious harm to numerous patients by putting his own financial interests before their best interests. His misconduct is extremely damaging to public confidence in the profession and brings the practice of dentistry into disrepute. No lesser sanction than erasure would be sufficient to protect the public and to maintain public confidence in the profession and its regulation.

45. Accordingly, the Committee directs that the name of Simon Atta Darfoor be erased from the Register.

46. The Committee now invites submissions on the question of an immediate order.

47. The interim order on Mr Darfoor's registration is hereby revoked.

48. The Committee determined that it is necessary for the protection of the public and is otherwise in the public interest to make an immediate suspension order under section

30(1) of the Dentists Act 1984. It would be inconsistent with the determination the Committee has reached not to make an immediate order.

49. The effect of this order and the above determination is that Mr Darfoor's registration shall be immediately suspended from when notification of this order is served on him by the registrar. Unless he exercises his right of appeal, his name shall be erased from the Register on the expiry of the 28 day appeal period. Should he exercise his right of appeal, this immediate order shall remain in force pending the disposal of the appeal.

50. That concludes the hearing.