

**Guide.  
Support.  
Defend.**

# **Member Guide**

[themdu.com](http://themdu.com)



**MDU**

## Glossary

***Assistance:***

Support we provide, which can include legal advice and legal representation.

***Indemnity:***

Compensation we can provide for you to pay damages for clinical negligence.

***Mutual fund:***

Money we collect in the form of members' subscriptions which we hold to defend our members and provide other membership benefits.

***Special provisions:***

Where your access to our benefits of membership is tailored to your individual practice.

***Vicarious liability:***

When you are legally responsible for the acts or omissions of people who work for you.

# Content

- 04** Benefits of membership
- 05** Guiding you
- 06** Supporting you
- 08** Defending you
- 10** Practise with confidence
- 11** When we are unlikely to provide support
- 14** Working overseas
- 16** Your membership
- 21** Primary care members in England and Wales

## As an MDU member you can practise with confidence

We are a not-for-profit organisation dedicated to our members' interests. We are the market leader for medical defence in the UK.

We offer you expert **guidance**, personal **support** and a robust **defence** if your clinical competence or care of patients is questioned.

Our team is led and staffed by doctors with real-life experience of the pressures and challenges faced in practice.

We have an unmatched track-record of helping members overcome the challenges which could threaten their livelihood.

You can **practise with confidence** because we are on your side, and by your side.

This is your guide to MDU membership. It describes the main benefits and responsibilities of membership. For more information, please visit our website at [themdu.com](http://themdu.com)

## Benefits of membership

We are not an insurance company. If you ask us for assistance or indemnity, this may be provided, at our Board of Management's discretion, under our Memorandum and Articles of Association.

The benefits we provide for this period of membership are on an occurrence basis which means you can ask for our assistance as long as you are (or were) our member at the time the incident happened. This applies even if you are no longer a member or have retired or stopped practising. Your estate can even ask for our help after your death.

Please note primary care members in England and Wales who have been on Transitional Benefits membership have specific conditions applying to that period of membership which are covered on pages 21 and 22.

## Guiding you

### *24-hour medico-legal advice and guidance*

If you face a difficult ethical or medico-legal issue in your career, don't lose sleep. Speak to specially trained doctors and lawyers on our free 24-hour helpline. We took almost 30,000 calls from members on our advice line last year. (Our medico-legal team is available between 8am and 6pm Monday to Friday and provides an on-call service for medico-legal emergencies or urgent queries 24 hours a day, 365 days a year).

### *Stay up to date with our publications*

Our highly regarded publications are free to members and feature real case histories and topical articles on subjects such as complaints and confidentiality. These are available online or via your mobile phone with our app.

### *Keep your finger on the pulse with themdu.com*

You can access all areas of our website including advice, hot topics, case studies, podcasts and videos. Using secure login details, you can also review and update your personal membership details whenever you want.

### *Achieve your potential with learning and development*

Take advantage of our local medico-legal seminars, specialist training courses and online CPD. These are free of charge, or at a substantial member discount, depending on the service you choose. You can also buy text books at preferential member rates from publishers.

## Supporting you

### *Face to face*

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We can visit you locally to discuss your membership. This gives you the opportunity to meet our specialist liaison teams and sort out questions face to face. We can also arrange training on medico-legal topics, free of charge, to local groups of clinicians.

### *At your call*

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Our accredited membership team is just a free phone call away. If you have a question about your subscription or the work you can be indemnified for, we can help you from 8am to 6pm, Monday to Friday (except bank holidays).

### *Worried about a complaint?*

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While claims make the headlines, it's often complaints which cause the most concern to our members. If you receive a complaint, our team of medico-legal experts is here to help.

### *Facing an investigation?*

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If you are under investigation by your employers, the GMC or another body, it can be highly stressful. NHS bodies are unlikely to help you with personal support. But we can help you prepare your evidence and help defend your actions if necessary.

### *Do journalists want a story?*

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Press attention is rarely good news for members. Our media team can help you respond to enquiries and avoid common pitfalls.

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*You can rely on our support for:*

- patient complaints at local level and those referred to the Parliamentary and Health Service Ombudsman;
- complaints to the General Medical Council (GMC), Nursing and Midwifery Council (NMC) or Healthcare Professions Council (HPC);
- local disciplinary investigations and hearings arising from your clinical practice (if local procedures allow for our attendance);
- investigations by the National Clinical Assessment Service (NCAS) arising out of clinical concerns;
- criminal investigations and proceedings arising from clinical practice e.g. gross negligence manslaughter;
- preparing a case and representation at inquests (or equivalent formal inquiry);
- local, regional or national inquiries into the clinical management of patients;
- advice on managing risks; and
- representing you when dealing with press or media enquiries.

## Defending you

### *Representing you during a GMC fitness to practise investigation/Medical Practitioners Tribunal service (MPTS) tribunal*

One of the toughest experiences for a doctor is to face a registration body fitness to practise tribunal. Your career and reputation are on the line. At this point you want to know you have the best medical experts and lawyers defending you.

The costs of defending a GMC case can be more than £50,000. However, you can rest assured that we can represent you at a hearing, giving you the best chance of a good outcome.

If your GMC case leads to a referral to the High Court, either by the GMC or by the Professional Standards Authority (PSA), we can be by your side, providing you with strong legal representation.

### *Representing you at a criminal trial*

While rare, doctors can face police charges arising from their treatment of a patient. Faced with the ordeal of a public trial and the threat of prison, you need experts on your side as well as by your side. We can provide you with expert legal help to build and present your case and defend you.

### *Representing you at a disciplinary hearing*

If you face a disciplinary hearing in connection with your clinical practice, we can provide you with expert advice and representation and attend with you (if we are allowed to under the procedures).



## Professional indemnity for claims

You can approach us to seek assistance with claims that arise from the normal practice of clinical medicine in the UK that are not indemnified by an insurance policy or NHS scheme.

We recognise your professional reputation is at stake. This is why we will not settle a claim unless you agree. Over the last 10 years, we successfully defended over 75% of claims, making no compensation payments.

Where it is appropriate that patients are compensated, we aim to do so quickly and efficiently to reduce, as far as possible, the stress for everyone involved.

MDU assistance with claims can include:

- paying compensation, claimants' legal costs and defence expenses arising from claims for professional negligence arising from your clinical practice (including assistance for your personal representatives and beneficiaries if a claim arises after your death);
- defence costs (but not damages) for claims which arise from allegations of defamation against you, arising from your clinical practice;
- defence costs (but not damages) for claims which arise from allegations, which are not proven or admitted, of sexual harassment, sexual misconduct, unlawful discrimination or any other alleged unlawful conduct by you which arises from your clinical practice; and
- indemnity for claims arising from Good Samaritan acts carried out anywhere in the world.

## Reporting a claim

If the claim made against you in primary care relates to work indemnified by a state-backed scheme, this needs to be reported to NHS Resolution in England or NHS Wales Shared Partnership - Legal and Risk Services in Wales.

Usually the first time you hear about a claim for compensation against you is when you receive court papers or a letter from a patient or their solicitor (a 'letter of claim'). This can be a shock.

Our claims team is here to support you every step of the way. The team includes doctors, professional indemnity claims experts and solicitors, who will keep you informed about the progress of the claim.

Once you have told us about the claim, an adviser will send you a checklist of documents we need from you. You can see the checklist online at [themdu.com/claims](http://themdu.com/claims)

We will ask you to send your documents as soon as possible to:

Claims Manager, MDU Services Limited, One Canada Square, London E14 5GS.

It's important that you do this straight away, as we usually only have 16 weeks from you receiving a detailed 'letter of claim' (or less time if you have received court papers) to provide a detailed response.

Reporting a claim to us is easy. Simply call our medico-legal helpline on **0800 716 646** (or 1 800 535935 from Ireland). The sooner we know, the sooner we can help you.

## Practise with confidence

*As a members' organisation, we believe it's important to provide up front information about when we are likely and unlikely to help members. This means you have a good understanding of what to expect when asking for our help.*

*As our member you can ask us for help, which we may provide at our Board of Management's discretion. The following are examples of things we may take into account when deciding whether to help you.*

- You should have been a member of the MDU when the incident took place.
- You should have declared to us the nature of your practice, in terms of type and quantity of work and have paid the appropriate subscription.
- You should have told us about any change in your circumstances, and about any change to your professional or personal situation which is relevant and has, or may have, a material bearing on your professional practice, or on your MDU membership.
- You should have been registered and licensed with the GMC or another appropriate registration body to carry out the clinical duties you did and have had the training and experience needed for these duties.
- You should co-operate fully with us and our representatives.
- You should provide full and accurate information relevant to the case without delay, and be truthful and act in good faith at all times.
- You should not have admitted legal liability for a claim, or settled a claim without our agreement.
- The matter should have arisen from your clinical practice in the UK. The patient should be in the UK on the date of the incident and the date of the examination (if different), unless you have specific agreement from our membership team to work overseas (see page 14).

If you need our help, simply call **0800 716 646**, our 24-hour freephone medico-legal helpline. Please tell us as soon as possible about any claim against you or about any circumstances that may give rise to a claim, about work which is indemnified by the MDU.

## When we are unlikely to provide support

*We carefully consider each request for help. But the following are examples of when we are unlikely to provide support.*

*Matters which can be covered by other insurances and organisations providing indemnity*

- Matters where you, or another person you have vicarious liability for, are entitled to indemnity under an insurance policy or an NHS scheme including the NHS clinical negligence schemes for trusts and general practice in England and Wales, or are entitled to ask for help from another organisation (unless on the first or second year of a Foundation programme).
- Claims arising from your vicarious liability for any act or omission (failure to act) of a registered medical or dental practitioner, any other registered healthcare professional (except practice nurses\*), or any person providing laboratory or other service to the medical, dental or allied professions\*\*.
- Claims arising from the clinical practice of your partner in a firm, including a general medical practice.
- Claims relating to property, including its damage or destruction.
- Claims relating to making, distributing or selling any product.
- Pollution or environmental claims, other than relating to treating an individual patient who is injured or ill as a result of pollution.
- Claims arising from material published or broadcast by you, or on your behalf, or to which you have contributed.

\* A practice nurse is a nurse who is not, and is not held out to be, a nurse practitioner or advanced nurse practitioner within our definition(s).

We can provide individual membership for other registered healthcare professionals, including nurse practitioners. Please contact the membership team for details.

\*\*It is important that you regularly ensure all registered medical or dental practitioners, any other registered healthcare practitioner (except practice nurses\*) or any person providing laboratory or other services whom you employ, engage or supervise, or who operate under your control, have in place membership of a medical defence organisation or a policy of insurance or be indemnified by an NHS indemnity scheme to indemnify them for a claim of clinical negligence against them.

### *Matters of deliberate, reckless or criminal acts*

- Defending criminal charges arising from activities not related to the normal treatment of a patient, for example assault of a colleague or motoring offences.
- Any matters arising from a criminal act which you have admitted or which has been proven, including damages or fines resulting from such an act.
- Claims arising from unlawfully selling, supplying or using any substance.
- Any matters arising from you (or anyone you have vicarious liability for) deliberately intending to cause harm or practising in a manner that does not align with the ethics and expectations of the profession. This includes but is not limited to, your or their knowing (or obvious) dishonest, fraudulent, malicious or reckless acts or omissions (including retrospectively altering medical or other records).
- Damages awarded for a claim which arises from allegations of sexual harassment, sexual misconduct, unlawful discrimination or any other alleged unlawful conduct by you, which arises from

your clinical practice or a Good Samaritan act, and legal costs for any matter which is proven or admitted.

- Defending allegations of personal misconduct (as distinct from clinical issues) in local disciplinary investigations or hearings.

### *Matters of commercial interest*

- Partnership, employment or agency disputes or contracts, or compensation claims. (We do not support members with employment advice and associated services and encourage you to join the BMA or another representative organisation as well as joining the MDU).
- Fee scales and recovery of charges for work you have carried out.
- Claims arising from your involvement in the clinical management or assessment of a professional sportsperson where the claim is not being brought by, or on behalf of, the patient or their dependants.
- Withholding of your pay in conjunction with a disciplinary hearing.
- Issues arising from commercial contracts or arrangements, or related to any trading or personal

debt you may have, including claims arising from your insolvency or bankruptcy.

- Investigations by competition authorities.
- Any indirect or consequential loss, or loss of profits or earnings by you.

*Other matters which may not be in the wider interests of our members*

- Your personal costs arising from your attendance at court, hearings or meetings with us about your case, or the costs of any locum cover you may arrange.
- Claims made by someone who is not the recipient about reports you have provided, if the subject of that report is a general clinical matter and not about a patient.
- Any matters arising from your practice where we or the NHS are not your indemnifier for clinical negligence claims arising from the work.
- Any issues arising from your failure to achieve the educational or training standards necessary, for example failing exams.
- Damages awarded in a claim for defamation against you arising from your clinical practice or a Good Samaritan act.

- Legal expenses or costs if you pursue a grievance or claim of defamation or discrimination against someone else.
- Exemplary or aggravated damages awarded against you.
- Claims arising from incidents which occurred during a period of Transitional Benefits membership, regarding work under an NHS primary care contract in England or Wales where you have retired from practice or left the MDU and have not applied for, and been granted, Extended Benefit Rights. Please see pages 21 and 22 for further information.

If you are not sure whether indemnity can be made available for a particular area of your work, please call our membership team on **0800 716 376**.

## Working overseas

If you are planning to work overseas, please let our membership team know before you go.

- If you are a paying member in a deanery-approved training post in the UK, you may ask us to add a 'special provision' to your membership, which would extend your membership to include working for up to one year in a recognised supervised training post overseas, except in the USA, Australia, Canada, Bermuda, Israel, Hong Kong, Nigeria or Zimbabwe. (This would not extend to clinical work in a private or unsupervised capacity overseas.)
- Other members working overseas (other than training grades mentioned above) may ask for assistance or indemnity during a visit of less than three months, if the work is mainly of a teaching nature and you have our agreement before you go.
- All members can receive professional indemnity for Good Samaritan acts worldwide. This means providing clinical services related to a clinical emergency, accident or disaster when you are present as a bystander.

Except for Good Samaritan acts, we do not offer assistance or indemnity with matters arising from practising in the USA, Australia, Canada, Bermuda, Israel, Hong Kong, Nigeria or Zimbabwe or for matters over which courts of those countries are responsible.

If you are going to work overseas for longer than one month, and we have advised you that we cannot offer assistance or indemnity for your overseas work, you may be able to place your membership on hold for the period that you are away.

### ***Going to work in Ireland, Scotland or the Channel Islands?***

If you are going to work in Ireland (either Northern Ireland or the Republic of Ireland), Scotland or the Channel Islands, please call our membership team before you go. You may need to pay a different subscription depending on how long you are going for and the type of work you will be doing.

- If you are a paying UK member who is registered with the IMC to practise in Ireland and carry out some of your work in Ireland you may be entitled to ask for assistance for your Irish work. Unfortunately if you are a paying UK member and you move to work in Ireland we will not be able to continue to offer you membership.
- It is unlikely that we will provide assistance for a claim arising from your involvement in obstetric care in Ireland whether antenatal, intrapartum or post-natal care.

# Your membership

## *Your subscription*

The MDU is a not-for-profit mutual company, owned by our members.

All subscription income is used to provide benefits of membership and meet the running costs of the company.

Over the years we have developed sophisticated actuarial, underwriting and clinical risk management capabilities enabling us to have an increasingly comprehensive and detailed understanding of the risk resulting from the clinical practice of each individual member.

As a reflection of the dynamic nature of medical practice and the claims environment, our calculation of risk is constantly evolving. This can result in subscription changes either up or down to reflect our assessment of the risk within each member's practice from year to year.

If you are a GP, consultant with private practice or dentist in general practice, your individual subscription is based on the amount and type of work you undertake as well as additional factors reflecting your career experience and work environment.



*It is important that you keep your membership details up to date. This is easy to do online at [themdu.com](https://themdu.com) By registering on our website you will gain personal login details and a password so you can view and change your contact or work details whenever you want.*

These additional factors can include:

- past claims or potential claims
- complaints and other professional difficulties (whether involving the MDU or not)
- the length of your MDU membership
- factors relating to your place of work and your professional responsibilities

It is important therefore that the information you give us about your past and current practice is complete, accurate and up to date. **Failing to keep us informed of the type and amount of work you do, or changes to your practice, could affect your access to the benefits of MDU membership.**

If there is **any** change in your circumstances or a change in your professional or personal situation which could possibly have a material bearing on your professional practice, or on your MDU membership, you must tell us immediately.

If you are a consultant with private practice you may be able to reduce the cost of your yearly membership subscription by making full use of our generous expenses allowance.

To find out more, please visit [themdu.com/expensesallowance](https://themdu.com/expensesallowance)

### *Refunds*

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Your subscription pays for one year's membership. If you want to cancel your membership early, we do not offer refunds unless there are special circumstances such as sickness, retirement or family leave, and we don't refund amounts of £10 or less.

Where a refund is due, we will usually make it to the organisation or person who paid the subscription with the same payment mechanism they used.

### *Customer service excellence*

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Our membership team is just a free phone call away. You can reach us between 8am and 6pm, Monday to Friday (except bank holidays). We can help you with any membership questions you may have.

We are proud that our team has been accredited under the prestigious Customer Service Excellence programme and provide high levels of service.

### *Complaints*

As part of our commitment to customer service excellence, we take complaints seriously and do our best to deal with them quickly and fairly. If you have a complaint, please contact:

Head of Membership Quality and Control,  
MDU Services Limited,  
One Canada Square, London E14 5GS  
or visit [themdu.com/complaints](https://themdu.com/complaints)

## *Data protection*

### *How we manage your data*

We understand the importance of storing your data securely and telling you how we will use your data in a transparent and clear way. Whether providing a subscription quote, sending you cautionary tales or our medico-legal journal or defending a claim on your behalf our aim is to make sure that the personal details you provide to us are secure and processed as explained in our privacy policy. Read our full policy at [themdu.com/privacy](http://themdu.com/privacy)

### *Protecting patient information*

Many members, including general practitioners and consultants working in private practice, will continue to be considered data controllers under Data Protection Legislation and are therefore required to inform patients about how they will use the data they hold about them. You should therefore inform your patients – in practice leaflets, privacy notices and complaints procedures etc. – that, should a patient make a complaint or claim, you may need to provide information about the patient, and treatment they have received, to insurers, indemnifiers or legal advisers.

### *Sending information to our advisory team*

When seeking medico-legal advice from the MDU, please **do not send us any information about patients that is not directly relevant to your enquiry** and necessary for us to advise or assist you.

If you do need to send information about patients **you should remove any details that could identify the patient(s)** concerned (other than their initials and date of birth which we need to check for conflicts or duplicates), unless we have specifically requested original unedited documents.

Providing our advisory team with documents that contain unnecessary personal data about patient(s) may delay our ability to respond quickly as we may need to remove identifying details from incoming correspondence before passing it on to an adviser.

### *Sending information to our claims or legal teams*

Generally, documents sent to our claims handling or legal teams should be sent securely in their original form with no information removed.

Please ensure that information sent via storage media devices (CDs, USB sticks etc) are encrypted before being sent to the professional services teams.

### *Added security for your peace of mind*

In certain circumstances, when dealing with highly sensitive or confidential information, we may want to send you content using Egress email encryption software. In these circumstances we will contact you with further details on Egress encryption.

### *Continuing your membership*

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About three weeks before the end of your membership year, you will receive an invitation to renew your MDU membership. We ask you to respond to us before your renewal date. However, we allow 28 days grace beyond the renewal date to allow you to pay. As long as you can confirm that no new incident has happened since the renewal date, which may give rise to a claim, we will honour the renewal terms.

If you pay by Direct Debit, all you need to do is check the renewal information and tell us immediately if there are any changes. This is quick and easy to do, simply visit [themdu.com](https://themdu.com) and login to My membership.

If you do not pay by Direct Debit and you do not respond to the invitation to renew, we will cancel your membership from the renewal date. We will send you written confirmation of this. If you then want to reinstate your membership, you can do this within 28 days of your renewal date at our discretion.

## Primary care members in England and Wales

### *Important information for members who had Transitional Benefits membership*

If you leave the MDU, you will have to get Extended Benefit Rights for periods of Transitional Benefits membership.

The MDU started to provide primary care members working under NHS contracts in England with Transitional Benefits membership from November 2017, and from July 2018 in Wales, until the start of state-backed indemnity.

Transitional Benefits membership allowed you to request assistance with claims arising from a specific incident as long as:

- The incident or period of treatment happened while you were in active Transitional Benefits membership
- You remained in active Transitional Benefits membership, or were in a period of Extended Benefit Rights:
  - When the incident or period of treatment was notified to us by you

- When you first requested MDU assistance with a claim arising from the incident or period of treatment, and
- When the claim was being handled by the MDU
- When the claim was paid.

Transitional Benefits membership allowed the MDU to charge an affordable subscription to GPs, which has enabled many to remain in practice treating patients.

At the time this guide was written, there had been no agreement with the government for the state-backed indemnity scheme to meet the costs of claims occurring before the start of the state-backed scheme. As a result, should you leave the MDU or retire from practice, you (or your personal representatives if you die) will need to apply for, and be granted, Extended Benefit Rights to request help with claims arising from an incident or course of treatment which happened during your period of Transitional Benefits membership.

## *Extended Benefit Rights*

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Extended Benefit Rights provide an ongoing right to receive MDU assistance, when you are no longer an active member, for claims arising from an incident or course of treatment which happened during a period of Transitional Benefits membership from work you were doing under an NHS primary care contract.

Applications for Extended Benefit Rights must be made **before you leave MDU membership or up to 30 days after your membership ends**. After your death, your personal representatives have 30 days to apply for Extended Benefit Rights once probate or letters of administration are granted.

The granting of Extended Benefit Rights in relation to Transitional Benefits membership, for work under an NHS primary care contract in England or Wales, rests at the discretion of the Board of Management of the MDU.

If you apply for, and the MDU grants Extended Benefit Rights, no additional subscription will be necessary in the following circumstances:

- a. You are permanently retiring from medical practice, having reached the normal retirement age for your NHS pension scheme
- b. In the event of your death while in MDU membership and your personal representatives apply for, and the MDU grants, Extended Benefit Rights
- c. You permanently retire from practice as a result of ill health while you are in MDU membership and apply for, and are granted, ill health retirement under the terms of your NHS pension scheme.

In all other circumstances an additional subscription will need to be paid. Extended Benefit Rights will be renewable annually with a further subscription payable each year for a maximum of 7 years or until the state-backed indemnity scheme covers claims arising from the period of Transitional Benefits membership.

This booklet is a broad guide to the products and services provided by MDU Services Limited (MDUSL) and the Medical Defence Union Limited (the MDU). We always aim to offer attractive benefits as part of membership. As a result, we may add, withdraw or change benefits. Visit [themdu.com](http://themdu.com) for the latest information on the benefits included in membership.

It is the policy of the MDU that all members and those applying for membership should be afforded equal treatment irrespective of race, gender, age, sexual orientation, disability, religion or belief.

## How to contact us

### Membership

**t** 0800 716 376

**e** [membership@themdu.com](mailto:membership@themdu.com)

### Medico-legal helpline

**t** 0800 716 646

**e** [advisory@themdu.com](mailto:advisory@themdu.com)

### Your feedback

Give us your feedback about the MDU  
[themdu.com/feedback](http://themdu.com/feedback)

### Website

[themdu.com](http://themdu.com)



MDU Services Limited (MDUSL) is authorised and regulated by the Financial Conduct Authority for insurance mediation and consumer credit activities only. MDUSL is an agent for The Medical Defence Union Limited (MDU). MDU is not an insurance company. The benefits of MDU membership are all discretionary and are subject to the Memorandum and Articles of Association. MDU Services Limited, registered in England 3957086. Registered Office: One Canada Square, London E14 5GS