

**Guide.  
Support.  
Defend.**

# **Member Guide**

**Republic of Ireland**

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



**MDU**

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## Glossary

<b><i>Assistance:</i></b>	Support we provide, which can include legal advice and legal representation.
<b><i>Extended reporting period:</i></b>	The right to request assistance from the MDU, during a period of time when you are no longer an active member, for a specific incident which occurred during a period when you were a paying member of the MDU with claims made membership.
<b><i>Indemnity:</i></b>	Compensation we can provide for you to pay damages for clinical negligence.
<b><i>Medical Council:</i></b>	Comhairle na nDochtúirí Leighis, established by the Medical Practitioners Act 1978.
<b><i>Mutual fund:</i></b>	Money we collect in the form of members' subscriptions which we hold to defend our members and provide other membership benefits.
<b><i>Specific incident:</i></b>	An incident which occurred with an individual patient or in relation to a specific medico-legal report on a particular date which may give rise to a claim or request for medico-legal support.
<b><i>Special provisions:</i></b>	Where your access to our benefits of membership is tailored to your individual practice.
<b><i>Vicarious liability:</i></b>	When you are legally responsible for the acts or omissions of people who work for you.

## As an MDU member you can practise with confidence

We are a not-for-profit organisation dedicated to our members' interests.

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

## Benefits of membership - claims made

### **Important information:**

*New members joining from 1 January 2021 will not have access to indemnity for clinical negligence claims. Your clinical work should be fully indemnified by the Clinical Indemnity Scheme (Enterprise Liability) provided by the State Claims Agency.*

*The benefits of MDU membership are available to members working in the Republic of Ireland on a "claims made" basis. If your membership includes indemnity for claims, this means that you can seek MDU assistance with new matters arising from clinical care provided you were in active membership at the time of the specific incident and remain in active membership at the time when you request assistance, a claim is first made against you, or the specific incident is notified by you (or you have been granted and paid for an extended reporting period if you have since left or retired).*

We use the mutual fund to provide assistance to members.

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.

As this is your company, you can vote on resolutions at our Annual General Meeting. Depending on your choice, you will receive a paper or electronic copy of our Annual Report and Accounts to keep you up to date with our activities.

Please read this guide along with your renewal letter and any other information from us explaining your member benefits based on our understanding of the work that you do.

## 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. Annually we take more than 30,000 calls from members on our advice line. (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 using our guidance and advice*

Our guidance and advice is free to members and features real case histories and topical articles on subjects such as complaints and confidentiality. These are all available online.

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

Find advice, hot topics, case studies, podcasts, webinars, videos and more on our website.

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

Take advantage of our 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

### *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.

### *Worried about a complaint?*

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Complaints can cause great concern for 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 hospital or the HSE it can be highly stressful. 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.

### *You can rely on our support for:*

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- patient complaints at local level and those referred to the higher authorities;
- complaints to the Medical Council;
- disciplinary hearings arising from your clinical practice at your hospital or other local HSE body (if we are allowed to attend under their procedures);
- criminal investigations and proceedings arising from clinical practice;
- preparing a case and representation at inquests;
- local, regional or national inquiries into the clinical management of patients;
- advice on managing risks; and
- representation when dealing with press or media enquiries.

## Defending you

### *Representing you at a Medical Council hearing*

One of the toughest experiences for a doctor is to face a fitness to practise inquiry. 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 Medical Council case can be more than €60,000. However, you can rest assured that we can represent you at a hearing, giving you the best chance of a good outcome.

### *Representing you at a criminal trial*

While rare, doctors can face criminal 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 your organisation's procedures).

### *Professional indemnity for claims*

New members joining the MDU after 1 January 2021 will not have access to indemnity for clinical negligence claims. These members will have access to indemnity for the specified work below for earnings up to €1500 gross per year.

- Provision of medical reports.
- Provision of witness statements for the Garda.
- Provision of reports to the Coroner.
- Safeguarding work (adults and children).
- Assessment of testamentary capacity.
- Signing death notification forms and cremation forms (including pacemaker removal).
- Academic, research and lecturing activities including the supervision of students and doctors in training.
- Clinical and non-clinical audit.
- Acting as an examiner for a Royal College or Faculty.
- Medical assessor for the Medical Council.
- Reports to the Mental Health Commission.

If your membership includes indemnity for claims you can look to us for robust defence. We can defend you against claims that arise from the normal practice of clinical medicine in the Republic of Ireland.

We recognise your professional reputation is at stake. This is why we will not settle a claim unless you agree.

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.

If you face a claim, we can help you with:

- paying compensation, plaintiffs' 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*

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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 ask you to send documents we need from you.

We will ask you to email your documents as soon as possible to **claims@themdu.com** with your membership number in the subject line.

It's important that you do this straight away, as we usually only have a limited amount of time 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 **1800 535 935**. 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 remained in active membership at the time when you requested assistance, a claim was first made against you, or the specific incident was notified by you (or you had been granted and paid for an extended reporting period if you had left or retired).
- You should have reported to us a claim made against you as soon as is practicable.
- 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 be registered with the Medical Council, or registered (with a licence to practise if applicable) with 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 Republic of Ireland. The patient should be in the Republic of Ireland 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 13).

### *Expectations of level of support*

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You should have no expectation that MDU assistance will be afforded beyond an aggregate of €10million in any one membership year. Furthermore you should have no expectation that MDU assistance will be afforded beyond an aggregate of €10 million in respect of any claim against more than one member (including you) which arises from the same incident or same set of circumstances.

New members joining the MDU after 1 January 2021 will not have access to indemnity for clinical negligence claims. These members will have access to indemnity for the specified work detailed on page 6.

If you need our help, simply call **1800 535 935**, our 24-hour freephone medico-legal helpline. Please tell us as soon as possible about any claim against you, or about any circumstances that might give rise to a claim.

## 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.*

**IMPORTANT NOTICE:** Requirement for doctors to register with a recognised professional competence scheme.

As of May 2011, all doctors on the Medical Council register are legally obliged to maintain their professional competence by enrolling on a professional competence scheme and following the requirements set by the Medical Council. Please note that, whilst the discretion of the Board of Management is not constrained, it is unlikely that the benefits of membership would extend to assist with a matter if you are not enrolled with a recognised professional competence scheme. Once enrolled you should comply with the requirements set by the Medical Council. If you are not enrolled on a recognised professional competence scheme please contact our membership team immediately.

### *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 a State Claims Agency scheme or enterprise liability, or are entitled to ask for help from another organisation.
- 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 prescriber or advanced nurse practitioner within the definition(s) recognised by the Nursing and Midwifery Board of Ireland.

\*\*It is important that you regularly ensure all registered medical or dental practitioners, any other registered held out to be, a nurse prescriber or advanced nurse 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 up-to-date and appropriate membership of a medical defence organisation or professional indemnity insurance 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 from your or their fraudulent, dishonest, malicious or reckless act or omission (including retrospectively altering medical or other records), where you knew about this act or omission.
- 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) at hospital or health board disciplinary 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 an appropriate organisation as well as joining the MDU).
- Fee scales and recovery of charges for work you have carried out.
- Withholding of your pay or deduction from a contractual payment 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.
- Claims arising from your involvement in obstetric care in the Republic of Ireland whether antenatal, intrapartum or postnatal care.
- Any matters arising from your private practice where we or the State Claims Agency 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.

If you are not sure whether indemnity can be made available for a particular area of your work, please call our membership team on **1800 509 132**.

## 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 postgraduate medical training body approved training post in the Republic of Ireland, 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 the UK?

If you are going to work in the UK, please call our membership team beforehand. 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 Irish member and you move to work in the UK, you can keep your MDU membership, as long as you are registered with the GMC to practise in the UK. Members in the Republic of Ireland who carry out some work in the UK may also be entitled to ask for our assistance for work in the UK.

## Your membership

### *Your subscription*

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

Your membership confirmation documents will explain what support is included in your membership. It is important that you read your membership confirmation. If your membership does not include indemnity for claims you will not need to purchase an extended reporting period.

Under claims made membership, each member pays an individual annual subscription for membership and in doing so gains the right to request MDU assistance if problems arise from clinical care provided you were in active membership at the time of the specific incident and remain in active membership when you requested assistance, a claim was first made against you, or the specific incident was notified by you (or you had been granted and paid for an extended reporting period if you had left or retired).

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

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. Contact our membership team using the details on the back of this guide.*

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.

## *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.

## *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. 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 & Control,  
membershipcomplaints@themdu.com  
or visit [themdu.com/complaints](https://themdu.com/complaints)

## *Data protection*

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### *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 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](https://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.

### *Continuing your membership*

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 do 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.

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.

## Taking a career break

You might wish to take a career break, for example for maternity or other family purposes. In order for you to continue to be able to request assistance after you have started your break, you will need to keep your membership in place, including renewing it if you pass your renewal date. You will need to continue to pay a subscription, which is likely to be lower than the subscription you would have paid if you had continued working.

Please tell the membership team in advance of starting your break and when you return to work.

## Reporting claims after you leave the MDU, retire or become disabled and unable to work

The benefits of membership for members working in the Republic of Ireland are provided on a claims made basis.

If your membership includes indemnity for claims, when you leave the MDU for any reason, retire or cease practice you will need to apply for an extended reporting period and pay an additional subscription (known as a "closing payment") for the

continuing right to request our assistance with new matters arising from any period of claims made membership. Members whose clinical work is fully indemnified by the State Claims Agency scheme or Enterprise Liability may also need to apply for an extended reporting period in some circumstances.

An application for an extended reporting period must be made

during a period of active membership. In the event of your death, your personal representatives may apply to make a closing payment to allow them to continue to receive benefits. Personal representatives have 30 days to apply for an extended reporting period after probate has been granted. The granting of an extended reporting period in relation to a period of claims made membership rests at the

discretion of the MDU Board of Management in accordance with the Memorandum & Articles of Association.

You or your personal representatives should have no expectation that MDU assistance will be afforded beyond an aggregate of €10million for matters notified over a 10 year period after you leave MDU membership, retire permanently or die.

You or your personal representatives should not have an expectation that the extended reporting period will be extended

beyond 10 years after leaving the MDU unless you have been granted and paid for a further extension.

You or your personal representatives should also not have an expectation the MDU would indemnify you beyond an aggregate of €10 million during the extended reporting period in respect of any claim against more than one member which arises from the same incident or same set of circumstances.

If you die during the 10 year extended reporting period, your personal representatives should

not have an expectation that any extended benefits offered to them will extend beyond the original 10 years from the start of your extended reporting period, unless they have been granted and paid for a further extension.

You will **not** have to pay an additional subscription or closing payment for the continuing right to request the benefits of membership in relation to new matters arising from events during a period of membership that pre-dated 2015-16 renewal.

## IMPORTANT

If you wish to leave or retire from the MDU you should apply for an extended reporting period before your period of claims made membership expires. You should contact the membership team at least a month in advance for an application form, to give you time to submit it before your existing membership period ends.

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 of 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** 1800 509 132

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

### Advisory

**t** 1800 535 935

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

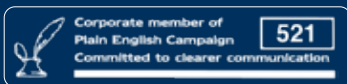
### Your feedback

Give us your feedback about the MDU

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

### Website

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



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.

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