

Guide.
Support.
Defend.

Specialist **SELECT**
Member Guide

themdu.com



MDU

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Glossary

- Assistance:** Support we provide, which can include legal advice and representation.
- Claims made:** The basis of MDU **SpecialistSelect** membership, which is explained on page 3 of this member guide.
- Extended reporting rights:** The ongoing right to request assistance from the MDU, when you are no longer a **SpecialistSelect** member, for a specific incident which happened when you were a paying **SpecialistSelect** member.
- 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.
- Retroactive period:** A period before the start of your **SpecialistSelect** membership specified on your Statement of Benefits. Where the MDU has agreed a retroactive period, you may request assistance for new claims made during your period of **SpecialistSelect** membership (or during a period of extended reporting rights where this applies) which arise from specific incidents occurring during the retroactive period.
- Specific incident:** A circumstance which happened with an individual patient or in relation to a distinct medico-legal report on a particular date, which may give rise to a claim or request for medico-legal support.

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 **SpecialistSelect** membership. It describes the main benefits and responsibilities of **SpecialistSelect** membership, which differs from classic occurrence MDU membership.

For more information, please visit themdu.com/specialistsselect

Benefits of membership

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.

*The benefits of **SpecialistSelect** membership are available to consultant members on a claims made basis. This means that you can request assistance with claims, GMC investigations and other matters arising from a specific incident as long as:*

- (i) the specific incident happened while you were in active **SpecialistSelect** membership, or during a historic period of work which you have arranged for us to include as part of your membership (referred to as the retroactive period); and*
- (ii) you remained in active **SpecialistSelect** membership, or you were in a period of extended reporting rights (which are explained later in this guide) when:*
 - (a) the specific incident was notified to us by you; or*
 - (b) you first requested MDU assistance with a claim or other medico-legal problem arising from the specific incident.*

*If you were an MDU member on an occurrence basis before becoming a **SpecialistSelect** member, you can still ask for assistance for an incident which happened during such prior membership. 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.*

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 take around 30,000 calls from members on our advice line each 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, videos and webinars. 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

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

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?

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?

If you are under investigation by your employers, the GMC or another body, 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?

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:

- patient complaints at local level and those referred to the Parliamentary and Health Service Ombudsman
- complaints to the General Medical Council;
- disciplinary hearings arising from your clinical practice;
- investigations into your clinical performance including the involvement of the National Clinical Assessment Service (NCAS) due to clinical concerns;
- criminal investigations and proceedings arising from clinical practice;
- 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 at a GMC fitness to practise hearing

One of the toughest experiences for a doctor is to face a registration body fitness to practise hearing. 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 by the Professional Standards Authority (PSA), we can be by your side, providing you with strong legal representation.

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 (where permitted under the procedures).

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.

Professional indemnity for claims

We can defend you against claims that arise from the normal practice of clinical medicine in the UK.

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, 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 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

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. 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 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 response.

Reporting a claim to us is easy. Simply call our medico-legal helpline on **0800 716 646**. 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 a **SpecialistSelect** member you can ask us for help, which we may provide at our Board of Management's discretion.*

However:

- you must have been an MDU **SpecialistSelect** member when the specific incident took place, or have arranged for us to include this period of work as part of your retroactive period

and
- you must have remained in active **SpecialistSelect** membership, or you were in a period of extended reporting rights when:
 - (a) the specific incident was notified to us by you; or
 - (b) you first sought MDU assistance with a claim or other medico-legal problem arising from the specific incident.

The following are examples of things we may take into account when deciding whether to help you.

- 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 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 specific incident and the date of the examination (if different).

If you need our help, simply call **0800 716 646**, our 24-hour freephone medico-legal helpline. We need you to 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

As a mutual organisation, owned by our members we have a duty to ensure that members' funds are used fairly and for the purposes for which they were intended. 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 are entitled to indemnity under an insurance policy or an NHS Indemnity scheme, 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 or any other person or entity (unless specifically agreed by the MDU).
- 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.

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, defamation or any other alleged unlawful conduct by you, which arises from your clinical practice or a Good Samaritan act, and legal costs for any such matter which is proven or admitted.

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

Matters of commercial interest

- Partnership, employment or agency disputes or contracts, or compensation claims. (We do not support individual 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.
- 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.
- Claims that may be made in relation to your work as a director of a company (unless specifically agreed in advance).
- Claims arising from your involvement in the clinical management or assessment of a professional sports person where the claim is not being brought by, or on behalf of, the patient or their dependants.

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 private work 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 educational or training standards, 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 **0800 716 376**.

Working overseas

SpecialistSelect membership is not suitable for members who wish to work overseas. If you intend to work overseas please contact the membership team on **0800 716 376** to discuss your indemnity needs.

All members can receive professional indemnity for Good Samaritan acts worldwide. This means providing clinical services related to a clinical emergency, accident or disaster which could not have been anticipated and when you are present only as an incidental bystander.

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.

Your individual subscription is based on the amount and type of work you do as well as additional factors reflecting your career experience and work environment.

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 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

We do not offer refunds unless there are special circumstances such as sickness, retirement or family leave.

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

Customer service excellence

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 provides 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 Operations
MDU Services Limited
One Canada Square
London E14 5GS

or visit 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

Protecting patient information

Most 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 (CD's 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

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.

Cancellation of your membership will lead to the loss of your right to request assistance, for specific incidents during your **SpecialistSelect** membership (or a retroactive period) which have not previously been notified to us, unless you arrange extended reporting rights (as explained on page 15).

Taking a career break

You might wish to take a career break, for example for parental leave 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 keep your membership in place, including renewing it if you pass your renewal date.

If you are on a break you may need to continue to pay a subscription although it is likely to be at a reduced rate as you will not be treating patients.

Please tell the membership team before starting your break and when you return to work.

Reporting claims and requesting MDU assistance after you retire or after your death

If you leave **SpecialistSelect** membership or die, you (or your personal representatives after your death) can still request assistance with claims, GMC investigations or other matters that arise from a specific incident which **happened** while you were in **SpecialistSelect** membership (or during a retroactive period) as long as the specific incident was **notified** to the MDU while you were still in **SpecialistSelect** membership.

In order to seek MDU assistance with new matters arising from a specific incident which **happened** while you were in **SpecialistSelect** membership (or during a retroactive period), but which was **not notified** while you were still in **SpecialistSelect** membership, you (or your personal representatives after your death) will need to apply for and be granted extended reporting rights.

Extended reporting rights

You (or your personal representatives after your death) can apply for extended reporting rights by contacting the membership team. An additional subscription may need to be paid.

Applications for extended reporting rights must be made before you leave **SpecialistSelect** membership, or up to 30 days after the date on which your membership ended. After your death, your personal representatives have 30 days to apply for extended reporting rights once probate or letters of administration are granted.

The granting of extended reporting rights in relation to a period of claims made **SpecialistSelect** membership rests at the discretion of the Board of Management of the MDU.

If you apply for, and the MDU grants extended reporting rights, no additional subscription will be necessary in the following circumstances:

a) You are permanently retiring from medical practice, have reached the normal retirement age for your NHS pension scheme, and you have been in continuous **SpecialistSelect** membership for the preceding ten years.

- b) In the event of your death while you are in **SpecialistSelect** membership and your personal representatives apply for, and the MDU grants, extended reporting benefits.
- c) You permanently retire from practice as a result of ill health while you are in **SpecialistSelect** 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 reporting rights will be renewable annually with a further subscription each year.

You will **not** have to pay an additional subscription for the continuing right to request the benefits of membership in relation to new matters arising from events during a period of occurrence membership that pre-dated your period of **SpecialistSelect** 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 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 0800 716 376

e specialistselect@themdu.com

Medico-legal team

t 0800 716 646

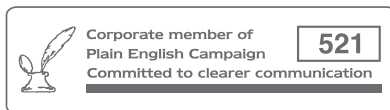
e advisory@themdu.com

Your feedback

Give us your feedback about the MDU
themdu.com/feedback

Website

themdu.com



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