



Non-consultant hospital doctors and training grades

Application guide

www.the-mdu.com

The MDU - the market leader

The MDU is a mutual, not for profit company owned by our members. Established in 1885, the MDU was the first medical defence organisation and we have led the way ever since. Our sole purpose is to serve our members and that is why we pride ourselves on providing the best and most personal service to you.



Today, more than ever, you need MDU membership

Today's doctor works in a litigious and increasingly regulated environment. In the last 10 years the number of complaints to the General Medical Council (GMC) has risen significantly, as have performance reviews by hospital trusts. While many doctors, particularly at the beginning of their career, do not believe they will ever face these threats, statistics show that every doctor is likely to have at least one claim or complaint made against them during their career.

By joining the MDU, the world's first and longest standing medical defence organisation, you can gain access to the finest personal support available to defend you when you need it most.

You can **rest assured** that should you receive a complaint or are subject to a disciplinary investigation, you can ask for the assistance of fellow doctors. We are just a telephone call away.

Furthermore if that complaint turns into a clinical negligence claim, that is not covered by indemnity from an NHS body, you have the **peace of mind** of knowing that you have, as an

integral part of MDU membership, a policy of insurance, underwritten by SCOR UK Company Limited (SCOR) and International Insurance Company of Hannover Limited (Inter-Hannover), which can indemnify you for up to £10 million*.

MDU membership is not only for when times are difficult. **To help you understand the law and your ethical requirements**, you can access the MDU's range of risk management and advisory publications, and, **to assist with your professional development**, you can make use of our helpful educational support programme and our extensive website of articles and case histories.

More UK doctors are members of the MDU than any other medical defence organisation. We look forward to welcoming you into membership soon.

** subject to the terms and conditions of the policy*

MDU membership provides you with a wealth of benefits

As a doctor working in an NHS hospital your employer is responsible for indemnifying clinical negligence claims that arise from your NHS practice.

However there are areas of personal need with which the NHS scheme may not assist you. As an MDU member you can enjoy access to the very best support from expert doctors and lawyers, provided on the MDU's traditional discretionary basis:

	MDU Member Benefit	NHS Body
24-hour telephone advice on the ethical and legal aspects of clinical practice provided by specially trained doctors, dentists, nurses and lawyers	Yes	Sometimes
support with NCAS investigations	Yes	No
support in preparing a case and representation at PCT, NHS trust and disciplinary hearings	Yes	No
support in responding to a complaint and representation at GMC hearings	Yes	No
support with CHRE referrals to the High Court as a result of a GMC decision	Yes	No
support in preparing responses to patients' complaints	Yes	Limited
support with criminal investigations and proceedings arising from clinical practice	Yes	Limited
support in preparing a case and representation in a Coroner's Court	Yes	Limited
advice and representation in dealing with press or media enquiries.	Yes	Limited

As a doctor in the NHS, your employer is responsible for indemnifying clinical negligence claims that arise from your NHS practice, therefore these do not need to be, and are not, covered by MDU membership.

However, there are areas where the NHS scheme will not cover you and integral to MDU membership is a professional indemnity policy underwritten by SCOR and Inter-Hannover, which can provide the safeguard you need for complete peace of mind:

	MDU Member Benefit	Indemnity from an NHS Body
insurance cover for Good Samaritan acts worldwide	Yes	No
indemnity for claims arising out of some fee paying services such as preparing insurance reports	Yes	No
insurance cover for claims arising from private work (at no extra charge, up to £8,000 income per annum, subject to type of work and subject to our agreement)	Yes	No

Should your private income exceed £8,000 (or £4,000 if part time), you can request that your cover be extended by calling our freephone membership helpline on 0800 716 376. This may incur an increased subscription charge.

For membership queries please call the **freephone membership helpline on 0800 716 376**

Lines are open Monday to Friday, 8am to 6pm

Supporting you throughout your career

In addition, MDU membership can provide you with:

Access to the MDU's education programme

Services to assist you with obtaining qualifications and CPD including:

- 33% discount with examdoctor, an innovative online revision resource for royal college exams
- specially discounted prices on the MDU's practical **MDU Medical Ethics and Law Workshops** and **MDU Communication Skills for Doctors Workshops** (in association with Healthcare Performance Ltd)
- generous savings on books from leading suppliers, such as Health Press, Oxford University Press and Elsevier.

Note: the MDU always seeks to offer attractive benefits as part of membership and as such, from time to time, may add, withdraw or amend benefits at its discretion. Visit the-mdu.com for the latest information about the benefits included in membership.

Invaluable advice

Advice to help you avoid common pitfalls of practice and to keep you up-to-date on medico-legal issues, including:

- MDU medico-legal advice booklets covering areas such as complaints, confidentiality, record keeping and many others
- medico-legal advisory helpline for risk management and ethical advice when you need it
- popular and informative MDU Journals
- regular emails on medico-legal 'hot topics'

Also, the opportunity to develop your expertise through the MDU's comprehensive and up-to-date website

the-mdu.com with:

- the latest medico-legal news
- a large library of case histories
- a wealth of articles and advice
- secure facilities to email an MDU medico-legal adviser



Why should you choose the MDU?

The GMC requires all medical professionals to be indemnified against clinical negligence claims for which they are not indemnified by their employer. **Why should you choose the MDU to provide this defence for you?**

Defence

You have the best possible medical and legal expertise on your side.

In 2010, almost 90% of MDU members who faced a GMC complaint, and were represented by in-house MDU lawyers, avoided referral to a fitness to practise hearing.

Service

You have access to the largest team of medico-legal experts throughout the UK just a phone call away - 24 hours a day, 7 days a week.

Insurance & Discretion

The MDU is the only long-standing mutual medical defence organisation offering access to a strong combination of traditional discretionary benefits in addition to the security of an insurance policy.

The highest level of claims protection

Traditionally medical defence organisations have provided medical indemnity to doctors **either** on an insured **or** discretionary basis. The difference between the two can be explained simply:-

- An insurance policy gives a contractual agreement that will always provide assistance under the terms of the policy.
- Discretionary benefits give a doctor the right to ask for financial support but not necessarily the right to receive it.

At the MDU we believe that our members should have the security that insurance provides but that they should also be able to call on discretionary assistance should they need it – the best of both worlds.

	Security of an Insurance Policy	Flexibility of support from a doctors mutual
The MDU	✓	✓
MPS/MDDUS	✗	✓

Overseas work for training grades covered at no extra cost

The professional indemnity policy provides cover for training grades working in recognised, supervised training positions, but not in private work, in many countries overseas for up to 12 months. We will need to add an endorsement to your policy, so call us before you go for full details and confidence that your membership benefits can be extended outside the UK.

Know a claim will not be settled without you first being consulted

We **do not** ask you to sign a disclaimer allowing us to settle the claim as we see fit. We aim to keep you involved at all stages of the claim.

Access to a wealth of information

MDU members have access to a variety of MDU resources - advice booklets, our journals, MDU website and more.

Access to the MDU education programme

As an MDU member you have access to attractive discounts on a range of courses and material provided by the MDU and our educational partners.



For membership queries please call the **freephone membership helpline on 0800 716 376**

Lines are open Monday to Friday, 8am to 6pm

MDU membership provides you with the security of a regulated insurance policy

Uniquely among long-established mutual medical defence organisations in the UK, membership of the MDU has a professional indemnity insurance policy as an integral and important part. All insurance intermediaries in the UK are required by law to be regulated by the Financial Services Authority. The following is some information about your membership, MDU Services Limited and the policy which we advise you to read.

Your membership

The benefits of membership of The Medical Defence Union Limited are all discretionary and are subject to the Memorandum and Articles of Association, a copy of which is available to download at the-mdu.com

About our insurance services

- 1) The insurance policy is arranged through MDU Services Limited (MDUSL). MDUSL's registered office is 230 Blackfriars Road, London, SE1 8PJ. MDUSL is an insurance intermediary, and from 14 January 2005 has been authorised and regulated by the Financial Services Authority (FSA) in respect of insurance mediation activities only (reference number 312054). You can check this on the FSA's Register by visiting the FSA's website fsa.gov.uk or by contacting the FSA on 0845 606 1234.
- 2) MDUSL is a wholly owned subsidiary of The Medical Defence Union Limited (MDU).
- 3) In the UK, MDUSL only offers professional indemnity insurance from two insurers, operating on a co-insurance basis:
 - SCOR UK Company Limited
 - International Insurance Company of Hannover Limited

SCOR UK Company Limited is authorised and regulated by the FSA (reference number 202333) and is a member of the Association of British Insurers (ABI).

International Insurance Company of Hannover Limited is authorised and regulated by the FSA (reference number 202640) and is a member of the ABI.

Your demands and needs

As a hospital doctor we understand your demands and needs to be:

- you should have professional indemnity insurance, in addition to indemnity from an NHS Body:-
 - to cover the gaps in the benefits provided by an NHS body in relation to indemnity for claims arising out of fee paying services such as preparing insurance reports
 - for Good Samaritan cover worldwide

- or, if you conduct it, private medical work undertaken outside the NHS.

Policy summary

The policy provides indemnity to you for civil liability to pay compensation (including claimants' legal costs) and defence costs arising from claims against you for professional negligence by you or for professional negligence by a person for whom you are vicariously liable. The policy includes your work where it involves the provision of professional services when assisting a consultant in the specialty in which you are trained, medico-legal work and fee paying NHS work, so long as you do not earn more than £8,000 per year from these activities. If you are earning more than £8,000 per year from work not indemnified by an NHS Body, or there is other work you require to be covered, this may be covered subject to the prior agreement of the membership department at MDUSL.

This indemnity relates to claims arising from professional negligence in the provision, in a professional clinical or professional medical capacity, of professional services in the United Kingdom including the Channel Islands and the Isle of Man. In the context of the policy, professional services includes the examination and treatment of an individual patient; providing written or oral advice concerning the diagnosis or treatment of an individual patient; providing written or oral advice to a court or other body on clinical or medical issues.

The policy also provides defence costs, but not any damages, for claims arising from allegations against you of defamation and from unproven allegations against you of sexual harassment, sexual misconduct or unlawful discrimination, arising out of the provision of professional services.

An extension can be arranged to cover training grades working in recognised, supervised training positions in many countries of the world subject to prior agreement from the membership department at MDUSL. Good Samaritan acts are covered worldwide under the policy.

The policy provides cover up to a limit of £10 million for a single claim and in aggregate in the policy year. The basis of cover is claims made i.e. you are entitled to claim under the policy for claims arising and which you report while you are an active MDU member and holding a valid policy. Under the policy you must notify a claim or circumstance as soon as reasonably practicable.

Claims that occur while you are a member of the MDU but are not reported until after you retire from practice or leave the MDU are not covered by the policy, however, in these circumstances you have the right to request discretionary assistance from the MDU.

Policy exclusions

The *policy* contains exclusions, some of which are:

- the *policy* will not indemnify *you* to the extent that *you* are entitled to indemnity under any other *policy* with SCOR and Inter-Hannover or anyone else or have the benefit of indemnity from an NHS body or of any other indemnification agreement
- the *policy* will not indemnify *you* when *you* are entitled to be considered for a discretionary payment by any person including a medical defence organisation other than *the MDU* under that organisation's usual practices, except in respect of the provision of *professional services* while *you* are or were a pre-registration house officer, on the first year (F1) or second year (F2) of a Foundation programme or a newly qualified dental professional in the first year after graduation
- in respect of a *claim* which is made or a *circumstance* which arises relating to the provision of *professional services* by another person as:
 - (i) *your* partner in a firm including a general medical or dental practice;
 - (ii) a shareholder or director in a company of which *you* are also a shareholder or director; or
 - (iii) an employee or agent of such a firm or company except to the extent that *you* are vicariously liable for any such person.
- in respect of a *claim* arising from any material published or broadcast by *you* or on *your* behalf or to which *you* have contributed in any way.

This policy summary is not intended to be a complete representation of the policy. For full details of the policy terms, conditions and exclusions please refer to the Professional Indemnity Policy UKSTD version 10.0/10.1, available on the MDU website at the-mdu.com/policy

Why we recommend the policy

MDUSL recommends the SCOR and Inter-Hannover insurance policy, as suitable for and in the best interests of MDU members having taken into account the needs of hospital doctors, as listed above in your demands and needs statement and having considered a number of factors including:

- how the insurance complements the discretionary benefits of membership offered by the MDU
- the terms and conditions of the insurance policy
- the clarity of the plain English wording of the insurance policy
- the security of the insurer
- the favourable terms the MDU has negotiated.

Other important information

Termination of Membership and Refunds

The policy will terminate as and when you cease to be a member of the MDU, other than as a result of your death. Your entitlements under the policy will not be affected up to the date of termination.

If you terminate your membership before the end of the contract, no refunds will be given.

Complaints Procedure

If you wish to register a complaint about MDUSL, please contact the Head of Membership at the following address:

**MDU Services Limited, 230 Blackfriars Road
London SE1 8PJ**

Complaints we cannot settle may be referred to the Financial Ombudsman Service.

**Financial Ombudsman Service
South Quay Plaza, 183 Marsh Wall
London E14 9SR**

Financial Services Compensation Scheme

MDUSL is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claims.

Insurance advising and arranging is covered for 90% of the claim with no upper limit.

Further information about compensation scheme arrangements is available from the FSCS.

MDU privacy policy

What does this privacy policy do?

This privacy policy sets out what personal information about you we will or may hold, and what we will be allowed to do with it. This privacy policy applies to you, because if you deal with us (for example by applying for or renewing membership) you consent to us holding and using such information in accordance with the contents of this document.

Please read this document carefully and keep a copy for your future reference.

Who are 'we'?

The Data Controller for your Data is The Medical Defence Union Limited (which includes the Dental Defence Union) (**MDU/DDU**). However, MDU Services Limited (**MDUSL**) is the nominated representative of the MDU/DDU under the Data Protection Act 1998 and MDUSL will be carrying out the activities of MDU/DDU for the purposes of this privacy policy. In some circumstances other MDU/DDU affiliated companies may carry out activities on its behalf.

A number of other **Permitted Users** will be using your information if:

- a. your membership benefits include our professional indemnity insurance policy; and/or
- b. we arrange credit facilities for payment of your subscription by instalments.

These Permitted Users include SCOR UK Company Limited (SCOR), International Insurance Company of Hannover Limited (Inter-Hannover) any insurers and reinsurers of such persons and Premium Credit Ltd.

References to 'we' or 'us' include such affiliates and Permitted Users.

What Data will we have?

This privacy policy covers all types of Personal Data (as defined in the Data Protection Act 1998) (**Data**) which essentially covers most personal information that we hold about you as an individual.

We will hold different types of information, depending upon what is provided to us, and what activities we carry out relating to you. This may include what the Data Protection Act 1998 defines as Sensitive Personal Data, covering, for example, your health or any criminal record.

Telephone calls may be recorded and will be used for training, monitoring and other purposes as MDUSL may require from time to time.

What will we use your Data for?

Your Data will be used, held and processed for the administration of or any other purpose associated with or which flows from:

- assessment and risk management of your application for, or renewal or continuation of, your membership of the MDU/DDU;
- administration of your membership (or application for or renewal of membership) of the MDU/DDU;
- any insurance policy issued to you by any Permitted Users;
- provision of credit facilities in connection with payment of your subscription by instalments which may include credit referencing;
- provision of advisory, claims handling and clinical risk management services;
- provision of other membership benefits and information relating thereto;
- your use of our website;
- research and statistical analysis;
- compliance and audit;
- training;
- systems development and repair;
- provision of marketing information

and all related purposes (**Permitted Purposes**).

What will we do with your Data?

Your Data may be held by us for the duration of your membership (if applicable) and such additional period as the MDU/DDU and/or MDUSL may require for the Permitted Purposes.

We will use and process the Data, share it between Permitted Users, and/or provide it to third parties as set out below as required for the Permitted Purposes.

Data may be transferred to, and stored at, a destination outside the European Economic Area (EEA). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. We will take all reasonable steps necessary to ensure that your Data is treated securely and in accordance with this privacy policy.

Where will we get your Data from?

We will receive Data from you when you contact us (including where you provide Data through our websites). In some circumstances, we will receive Data from third parties who provide services to us or to our members. We may also receive Data from regulatory or professional bodies, other medical or dental defence organisations or insurers, your employer or other healthcare professionals, claimants or potential claimants or their representatives.

Some parts of our websites use cookies to facilitate the functioning of the websites and to gather website usage statistics. Unless your browser settings indicate otherwise, you consent to our storing and accessing cookies on your computer in this way.

Who will we give your Data to?

We may share your Data among Permitted Users. We may also provide your Data to third parties who are contracted to provide services to us or to you relating to the Permitted Purposes or to our legal advisers, regulatory or professional bodies, the Compensation Recovery Unit and to other medical or dental defence organisations or insurers.

We will also disclose your Data where necessary in order to comply with any legal or regulatory obligations or codes of practice to which we are subject or in order to enforce or apply The Medical Defence Union Limited's Memorandum and Articles of Association, the terms of any insurance policy or other obligations which you owe to us or a Permitted User or to protect the rights, property, or safety of any Permitted User, its customers or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

We will not pass your Data to third parties for marketing or promotional purposes.

What rights do you have?

You can at any time in the future ask not to receive direct marketing or such other materials, including MDU/DDU journals and MDU/DDU publications, information about new products and services from MDUSL by writing to the MDU/DDU membership department at 230 Blackfriars Road, London, SE1 8PJ or by sending an email to **membership@the-mdu.com** or **membership@the-ddu.com** You may also update your preferences on our website at the-mdu.com or the-ddu.com

The Data Protection Act 1998 gives you certain rights regarding your personal information. If you wish to exercise any of them, please write to the Company Secretary at 230 Blackfriars Road, London SE1 8PJ.

Changes to this privacy policy

This privacy policy will be revised from time to time to reflect changes in practice, parties, technology and law. The most current version of the privacy policy, which can be reviewed at the-mdu.com/privacy, the-ddu.com/privacy or obtained by contacting the Company Secretary at 230 Blackfriars Road, London SE1 8PJ, will be applicable to you and your Data at any time.



First Medical Defence Organisation to provide indemnity with the security of an insurance policy*

As the leader in its field since 1885, the MDU was the first mutual medical defence organisation to provide its members with the security of an insurance policy*. This gives MDU members the best of both worlds – traditional discretionary assistance combined with the strength of an insurance policy.

For more information or to join the MDU visit: the-mdu.com
or freephone membership helpline **0800 716 376**.

For membership queries please call the
freephone membership helpline on 0800 716 376
lines are open Monday to Friday, 8am to 6pm

**If you would like to receive this application guide and form, or any
of our literature, in a large print format please contact our
membership helpline on the number above.**

MDU Services Limited
230 Blackfriars Road
London SE1 8PJ

website the-mdu.com
email membership@the-mdu.com

MDU Services Limited (MDUSL) is authorised and regulated by the Financial Services Authority in respect of insurance mediation activities only. MDUSL is an agent for The Medical Defence Union Limited (the MDU). The MDU is not an insurance company. The benefits of membership of the MDU are all discretionary and are subject to the Memorandum and Articles of Association.

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