



Paramedics

Application Guide



Who would you turn to if you received a complaint or were sued?

You spend your professional career saving lives and helping others, yet, who will help you if a patient complains or sues you?

How would you pay a claim against you?

You may be covered by the NHS indemnity scheme, but if you do any private work, are you sure that you are covered for a claim made against you for negligence? Should a patient be harmed as a result of your actions, a resulting claim against you could run into hundreds of thousands or millions of pounds - how would you pay?

How would you defend yourself against a trust or regulatory body investigation?

Even if you work in the NHS, you cannot be sure that you will receive any support if a complaint is made against you to a trust or to your regulatory body by a patient or colleague with regard to providing professional services. How will you ensure you have the best possible legal representation to put forward your defence? How will you pay for the cost of this?

Where do you get advice on medico-legal and ethical issues?

You may be faced with difficult ethical decisions on the treatment of patients, for instance, a patient may refuse the treatment you need to provide. Who can you turn to for advice?





"... thank you for all the help and good advice that you have given me.... It is of the greatest comfort to know that I had 'someone on my side'."

"... I would like to thank you... for all your help and attention. At all times you kept me informed and I felt well prepared for the panel. You made a very stressful time much easier to cope with."

Excerpts from genuine letters of thanks from MDU members

MDU membership provides you with a wealth of benefits

For over 120 years, the Medical Defence Union (the MDU) has been defending doctors against allegations made against them. For the first time, paramedics can now have access to the same support that doctors have relied on the MDU to provide.

Our staff of doctors, lawyers and claims handlers are experts in clinical negligence matters and can bring a wealth of experience to support you as a paramedic.

By joining the MDU, you can have access to the following benefits:

- A professional indemnity insurance policy issued by SCOR UK Company Limited (SCOR) and International Insurance Company of Hannover Limited (Inter-Hannover) which provides cover for claims up to £5 million per year*. (See pages 6 to 11 for more detail on the cover provided by the policy)
- Assistance on a discretionary basis from the MDU, which can provide you with support and representation at trust[#] and regulatory body disciplinary hearings, and inquests.
- A 24-hour advisory service to provide you with guidance on medico-legal and advisory matters.

* subject to the terms and conditions of the policy

where permitted by local regulations

NHS indemnity is not enough

It is important to remember that the indemnity you receive from the NHS provides cover for your NHS work and nothing more. For more comprehensive defence, it is necessary to combine NHS indemnity with the additional benefits offered by the MDU.

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 MDU's traditional discretionary basis for NHS and private work where applicable.

| | MDU Member Benefit | NHS Indemnity |
|--|--------------------|---------------|
| 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 HPC hearings | Yes | No |
| support with CHRE referrals to the High Court as a result of a HPC 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 | No |
| advice and representation in dealing with press or media enquiries. | Yes | Limited |

As a paramedic in the NHS your employer is responsible for clinical negligence claims that arise from your NHS practice under NHS indemnity, 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, which indemnifies you for up to £5 million and can provide the safeguard you need for complete peace of mind:

| | MDU Member | NHS Indemnity |
|--|------------|---------------|
| insurance cover for Good Samaritan acts worldwide | Yes | No |
| contractual indemnity for claims arising from negligence in paramedic work you do privately outside your NHS contract* | Yes | No |

* subject to the terms and conditions of the policy

where permitted by local regulations

Supporting you throughout your paramedic career

In addition, MDU membership can provide you with:

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 consent, confidentiality and many others
- the 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

www.the-mdu.com/paramedics 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

Subscriptions to suit your individual circumstances

We recognise the unique individual nature of private paramedic work and have produced a range of subscriptions which reflect different levels of private commitment. We also recognise the benefits that membership of the British Paramedic Association (BPA) provides in terms of ensuring its members are up-to-date with the latest best practice and CPD and are pleased to offer reduced MDU subscriptions for registered BPA members.

An illustration of current MDU subscriptions*:

| | BPA member | Non BPA member |
|----------------------------------|------------|----------------|
| Up to 10 days** private practice | £446 | £525 |
| 11 – 50 days private practice | £833 | £980 |
| 51 days or more private practice | £1,279 | £1,505 |

*MDU subscription illustration is valid from 01/04/2009 to 31/03/2010

** A day is defined as a continuous 24 hour period in a calendar day, or part thereof. For example, if a member attends an event as a private paramedic for 3 hours, this counts as one day, or if that member attends two separate 3 hour events in that calendar day, this also counts as one day.

Cover is valid under the policy, for the period stated in the policy schedule, from the time an application for membership of the MDU is accepted in writing and the subscription is paid in full. It is important that an applicant provides accurate information on the application form about the extent and nature of their practice and that they continue to keep MDU Services informed during the course of their membership whenever their practice changes as failure to do so, or to comply with other policy conditions, may invalidate the insurance policy.

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

Uniquely among mutual defence organisations in the UK, membership of the MDU has a professional indemnity insurance policy as an integral and important part. From 14 January 2005, all insurance intermediaries in the UK have been 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 www.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 www.fsa.gov.uk/register 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 LimitedSCOR 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 paramedic we understand your demands and needs to be:

- you should have professional indemnity insurance for:
 - Claims arising from the provision of professional service in paramedic practice, where these are not indemnified by your employer or by the NHS Indemnity Scheme
 - for Good Samaritan cover worldwide.

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. Under the policy the provision of professional services in standard paramedic practice is covered. Types of work you have not previously told us about 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 paramedic 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.

Good Samaritan acts are covered worldwide under the policy.

The policy provides cover up to a limit of £5 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 indemnity under the policy for claims made and circumstances reported by you (which relate to the provision of professional services on an incident date when you were a member of the MDU) 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.

However, under the policy, if you retire permanently from practice or leave the MDU, an extended reporting period of 3 years is provided for you to continue to report incidents which occurred while you were a practising member of the MDU, but which were not previously notified. Please note that if, having retired, you return to full or part time practice, or having left the MDU you rejoin, you will no longer benefit from this extended reporting cover.

Providing you apply to, and are granted this by, MDU Services while you are still a member and have a valid policy, your policy can also be endorsed so that you can continue to report incidents, which occurred but were not previously notified while you were a practising member of the MDU, for a further 3 years if you are disabled from practising. Your legal representatives can apply for a similar endorsement should you die. An endorsement is also available to allow extended reporting for periods of family leave of up to one year. Please note that should you return to practice after a period of disablement or family leave, you will no longer benefit from this extended reporting cover.

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

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

The cover provided under the retirement cover section, extended reporting period section, disablement, death and family leave endorsements is restricted to and within the indemnity limit of the last policy issued to you before commencing your retirement, extended reporting period, disablement or family leave (currently £5m).

To the extent that another party, such as an employer, is wholly or in part liable for the professional negligence which is the subject of the claim, the Policy provides the insurer the right, in the policyholder's name, to take legal proceedings to obtain from that other party contribution, indemnity or recovery of any payments made under the policy.

Policy exclusions

The policy contains exclusions, you should be aware of notably:

- 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 (including, without limitation a motor vehicle policy) or have the benefit of NHS indemnity 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
- 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 or circumstance arising in any way out of the unlawful sale, supply, use or application of any substance
- 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
- in respect of a claim or circumstance to the extent that it arises from the negligent operation by you of a motor vehicle, aircraft, hovercraft or vessel, other than the operation or use of onboard medical apparatus, equipment or drugs.

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 pages 8-11 of this booklet.

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 paramedics, 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 claim.

Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit.

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



Professional Indemnity Policy version 9

Underwritten by SCOR UK Company Limited and by International Insurance Company of Hannover Limited.

SCOR UK Company Limited is authorised and regulated by the Financial Services Authority (FSA) (reference number 202333) and is a member of the Association of British Insurers (ABI). Registered Office: The London Underwriting Centre, 3 Minster Court, Mincing Lane, London EC3R 7DD. Registered in England No. 01334736.

International Insurance Company of Hannover Limited is authorised and regulated by the FSA (reference number 202640) and is a member of the ABI. Registered Office: L' Avenir, Opladen Way, Bracknell, Berkshire RG12 0PE. Registered In England No. 1453123.

This insurance policy, which includes the Schedule and any endorsements, is a legally binding contract. It is agreed that the information *you* have provided or which *we* hold about *you* and *your* practice, on which *we* have relied and which *we* have used to assess the premium payable by *you*, will form the basis of this *Policy*. The accuracy and completeness of such information is a condition precedent to the validity of this *Policy*. If any such information is inaccurate or incomplete, *we* will be entitled to treat this *Policy* as invalid and of no legal effect.

You must tell *us* if *your* circumstances change. *You* must also tell *us* about any change to *your* professional or personal situation which has or may have a material bearing on *your* professional practice, or on *your* membership of the MDU, or on the cover provided by this *Policy*. Such changes can include *your* type or amount of work, address and anything else which may increase or decrease *your* risk or exposure to risk. *You* must also tell *us* if *you* become aware that any information *we* hold about *you* is incorrect. If *you* fail to do any of these things without delay, *you* may lose *your* right to *claim* under this *Policy*.

Please read this policy, the Schedule and any endorsements carefully and keep them in a safe place.

MDU Services Limited is an agent of SCOR UK Company Limited and International Insurance Company of Hannover Limited, which are both members of the Association of British Insurers (ABI).

CONTACTING US

If *you* are required or need to contact *us* under any of the terms of this *Policy*, or for any other reason, *you* should do so at the following address:

The MDU
230 Blackfriars Road
London SE1 8PJ

Telephone: 0800 716 376, fax: 020 7202 1696,
e-mail: membership@the-mdu.com

COMPLAINTS PROCEDURE

We have tried to write this *Policy* in plain English but if there is anything *you* do not understand please contact *us*. If *you* have a query or cause for complaint regarding *your* *Policy*, firstly *you* should:

Contact the Head of Membership at the above address.

If *you* can provide details of *your* *Policy* and in particular *your* *Policy* number this will assist in dealing with *your* enquiry.

If *we* cannot settle *your* complaint, *you* may refer it to the Financial Ombudsman Service:

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

THIS POLICY

1 This insurance policy, which includes the Schedule and any endorsements, sets out the terms, conditions, exclusions and other provisions on which *we* agree to insure *you*. *We* have used the information about *you* and *your* practice which *you* have provided or which *we* hold, to assess the premium payable by *you*. When reading this *Policy*, please note the use of specially defined words, which appear in italics. There is a list of these defined words in clause 18.

PERIOD OF INSURANCE

2 This *Policy* is for the period shown in the Schedule.

WHAT WE INSURE YOU FOR UNDER THIS POLICY

3 *We* agree to indemnify *you* against civil liability (including civil liability for claimants' legal costs):

- (a) for *professional negligence* by *you*, arising from a *claim*:
 - (i) which is first made against *you*:
 - (A) during the period of insurance other than in relation to a *previously notified circumstance*; or
 - (B) after the period of insurance in relation to a *reported circumstance*; and
 - (ii) which relates to the *provision of professional services* by *you* on an *incident date* when *you* were a member of the MDU;
- (b) for *professional negligence* by any person for whom *you* are *vicariously liable*, arising from a *claim*:
 - (i) which is first made against *you*:
 - (A) during the period of insurance other than in relation to a *previously notified circumstance*; or
 - (B) after the period of insurance in relation to a *reported circumstance*; and
 - (ii) which relates to the *provision of professional services* by such person on an *incident date* when *you* were a member of the MDU;
- (c) in respect of a *Good Samaritan act* by *you*, arising from a *claim*:
 - (i) which is first made against *you*:
 - (A) during the period of insurance other than in relation to a *previously notified circumstance*; or
 - (B) after the period of insurance in relation to a *reported circumstance*; and
 - (ii) which relates to a *Good Samaritan act* by *you* on an *incident date* when *you* were a member of the MDU; or
- (d) in respect of a *Good Samaritan act* by any person for whom *you* are *vicariously liable*, arising from a *claim*:
 - (i) which is first made against *you*:
 - (A) during the period of insurance other than in relation to a *previously notified circumstance*; or
 - (B) after the period of insurance in relation to a *reported circumstance*; and
 - (ii) which relates to a *Good Samaritan act* by such person on an *incident date* when *you* were a member of the MDU.

4 *We* also agree to indemnify *you* against:

- (a) *defence costs* for any *claim* for *professional negligence* or in respect of a *Good Samaritan act*, as referred to in clauses 3(a) to (d); and
 - (b) *defence costs* (but not any damages) for any *claim* which arises from:
 - (i) allegations of defamation against *you* arising from the *provision of professional services* on an *incident date* when *you* were a member of the MDU, by *you* or by any person for whom *you* are *vicariously liable*;
 - (ii) allegations of defamation against *you* arising from a *Good Samaritan act* on an *incident date* when *you* were a member of the MDU, by *you* or by any person for whom *you* are *vicariously liable*;
 - (iii) allegations, which are not proven or admitted, of sexual harassment, sexual misconduct, unlawful discrimination or any other alleged conduct by *you* arising in any such case from the *provision of such professional services* as are defined by clause 18(m)(i) or (ii) when *you* were a member of the MDU, even if the fact or matter alleged would, if proven, fall outside the proper scope of the *provision of such professional services*; or
 - (iv) allegations, which are not proven or admitted, of sexual harassment, sexual misconduct, unlawful discrimination or any other alleged conduct by *you* arising in any such case from a *Good Samaritan act* when *you* were a member of the MDU, even if the fact or matter alleged would, if proven, fall outside the proper scope of a *Good Samaritan act*,
- in each case where the *claim* is first made against *you*:
- (A) during the period of insurance other than in relation to a *previously notified circumstance*; or
 - (B) after the period of insurance in relation to a *reported circumstance*.

TERRITORIAL COVER

5 The indemnity *we* provide under this *Policy* is for the *provision of*

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

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

professional services within the United Kingdom but for Good Samaritan acts worldwide. For this purpose:

- (a) you will only be regarded as providing professional services in the United Kingdom if:
 - (i) at the incident date you were registered in and your practice was located in the United Kingdom and when you provided the professional services you were present in the United Kingdom;
 - (ii) any individual patient to or in respect of whom the professional services were provided was, at both the incident date and (if different) the examination date, present in the United Kingdom;
 - (iii) every court to whom or for whose specific benefit the professional services were provided was, at the incident date, located in the United Kingdom;
- (b) any person for whom you are vicariously liable will only be regarded as providing professional services in the United Kingdom if:
 - (i) at the incident date you were registered in and your practice was located in the United Kingdom and when such person provided the professional services they were present in the United Kingdom; and
 - (ii) any individual patient to or in respect of whom the professional services were provided was, at both the incident date and (if different) the examination date, present in the United Kingdom;
 - (iii) every court to whom or for whose specific benefit the professional services were provided was, at the incident date, located in the United Kingdom.

WHEN YOU ARE INSURED

- 6 We agree to insure you under this Policy if you are a member of the MDU when this Policy commences and throughout the period of insurance.
- 7 This Policy will terminate if and when you cease to be a member of the MDU, other than as a result of your death. This will not affect your entitlements under this Policy up to the date of termination.

If you retire from practising as a paramedic or otherwise providing professional services during the term of this Policy, the following Retirement Cover Section will apply for a period of 3 years from the date of termination of this Policy.

RETIREMENT COVER SECTION

Retirement Cover provides you with a continuation of the period during which we agree to indemnify you under the last Policy issued by us to you prior to your retirement from practising as a paramedic or otherwise providing professional services. Provided you are not practising as a paramedic, or otherwise providing professional services, whether paid or unpaid, at any time during this continuation period, this indemnity shall continue for a period of 3 years from the date of termination of such Policy.

Retirement Cover is provided on the same terms and conditions and is subject to the same exclusions as under this Policy. Provided that you are a member of the MDU when this additional benefit commences, you do not have to be a member at the time a claim is made. Any claims made during the continuation period are subject to and included within the aggregate indemnity limit applying to the last Policy issued by us to you prior to commencing your retirement, which will apply to the period of the Policy together with the continuation period.

You must notify us of your intention to return to practising as a paramedic after retiring, in order for you to be covered in respect of the provision of professional services when you return to practice. If you return to work providing professional services, whether full time or part time, and whether paid or unpaid, you will no longer benefit from Retirement Cover.

Additional premium for Retirement Cover

No additional subscription or premium is applicable for this cover.

EXTENDED REPORTING PERIOD COVER

Extended Reporting Period Cover provides you with a continuation of the period during which we agree to indemnify you under the last Policy issued by us to you prior to you leaving membership of the MDU. Provided you do not rejoin the MDU as a member at any time during this continuation period, this indemnity shall continue for a period of 3 years from the date of termination of such Policy.

Extended Reporting Period Cover is provided on the same terms and conditions and is subject to the same exclusions as under this Policy. Any claims made during the Extended Reporting Period are subject to

and included within the aggregate indemnity limit applying to the last Policy issued by us to you prior to you leaving membership of the MDU, which will apply to the period of the Policy together with the Extended Reporting Period.

If you rejoin the MDU as a member you will no longer benefit from Extended Reporting Period Cover.

Additional subscription for Extended Reporting Period Cover

No additional subscription is applicable for this cover.

HOW MUCH WE INSURE YOU FOR

- 8 The Schedule sets out the maximum amount of our indemnity to you (including defence costs) for each one claim and the total of all claims in respect of the period of insurance. We may at any time pay the relevant maximum amount (or the balance of this amount) to you and we will then have no further obligations under this Policy.

WHEN YOU HAVE TO NOTIFY US

- 9 You must notify us as soon as reasonably practicable of:
 - (a) any claim against you for professional negligence or in respect of a Good Samaritan act or arising from allegations against you of the type referred to in clause 4(b); or
 - (b) your becoming aware of any circumstance that may give rise to any claim against you for professional negligence or in respect of a Good Samaritan act or arising from allegations against you of the type referred to in clause 4(b).

YOUR DUTY TO CO-OPERATE

- 10 You agree to act in good faith in all your dealings with us and at your expense to:
 - (a) give us, our investigators and legal representatives all information and assistance we may reasonably require; and
 - (b) co-operate fully with us, our investigators and legal representatives.

OUR RIGHT TO THE CONDUCT AND CONTROL OF CLAIMS

- 11 If we make a payment under this Policy, we are subrogated to all your rights of contribution and indemnity or recovery. This means we may act at our own expense in your place to pursue these rights.
- 12 We may, if we so wish, take over and conduct in your name the defence and/or settlement of any claim or proceedings. If we do, you will give us all such information and assistance as we may reasonably require.

CONSENT TO SETTLEMENT

- 13 You agree that you will not, without our prior written consent:
 - (a) admit any legal liability for a claim; or
 - (b) settle a claim, in respect of which we may be required to indemnify you.
- 14 We will not admit liability for, or settle, any claim against you without your prior consent.
- 15 If you refuse to consent to our settling a claim, our liability is then limited to the amount we recommend in settlement plus defence costs to the date we recommend settlement of the claim to you.
- 16 You agree not to surrender any right to, or settle any claim for, contribution, indemnity or recovery from any other party without our prior written consent.

WHAT WE EXCLUDE FROM THE POLICY

- 17 We will not indemnify you under this Policy:
 - (a) to the extent that you or any person for whom you are vicariously liable are entitled to indemnity under any other policy with us or anyone else (including, without limitation, a motor vehicle policy) or have the benefit of NHS indemnity or of any other indemnification agreement;
 - (b) when you or any person for whom you are vicariously liable are entitled to be considered for a discretionary payment by any person including a medical and/or dental defence organisation other than the MDU under that organisation's usual practices (as if you did not have this Policy).
 - (c) in respect of a claim which is made or a circumstance which arises relating to the provision of professional services or a Good Samaritan act 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;
- (d) in respect of a *claim* which is made or a *circumstance* which arises from the *provision of professional services* as defined by clause 18(m)(iii), other than a *claim* which is or may be made by the *recipient* or court to whom or for whose specific benefit such *professional services* have been provided;
- (e) in respect of:
- (i) any trading or personal debt incurred by *you*;
 - (ii) any fine, or civil or criminal penalty or any punitive, aggravated, additional or exemplary damages;
 - (iii) compensation for damage to or destruction or loss of any property;
 - (iv) any withholding of remuneration in conjunction with a disciplinary hearing; or
 - (v) any indirect or consequential loss, or loss of profits or of earnings by *you*;
- (f) for any judgement or order (except arising from or in connection with a *Good Samaritan act*) of, based on or derived from a court of any country outside the *United Kingdom*;
- (g) when a person makes a *claim* against *you* or a *circumstance* arises because, and only because, the person is related to *you* as *your* employee, locum tenens or agent;
- (h) in respect of a *claim* or *circumstance* arising in any way out of the ownership, lease, use or occupation or state of any premises or anything done or omitted to be done in respect of the state of any premises;
- (i) in respect of a *claim* or *circumstance* arising in any way out of the manufacture, distribution or sale of any products outside the proper course of the *provision of professional services*;
- (j) in respect of a *claim* or *circumstance* to the extent that it arises from the negligent operation by *you* of a motor vehicle, aircraft, hovercraft or vessel, other than the operation or use of onboard medical apparatus, equipment or drugs;
- (k) in respect of a *claim* or *circumstance* arising in any way out of the unlawful sale, supply, use or application of any substance;
- (l) in respect of a *claim* or *circumstance* arising in any way out of:
- (i) actual or threatened pollution of the environment;
 - or
 - (ii) any requirement for *you* to deal with that pollution, other than the *provision of professional services* or a *Good Samaritan act* to an individual patient injured or ill as a result of such pollution;
- (m) in respect of a *claim* or *circumstance* arising from allegations of defamation, except for the indemnity for *defence costs* under clause 4(b)(i) or (ii);
- (n) in respect of a *claim* or *circumstance* arising from any material published or broadcast by *you* or on *your* behalf or to which *you* have contributed in any way;
- (o) in respect of a *claim* or *circumstance* arising in any way from *your* insolvency or bankruptcy (except a failure to *provide professional services* as a result of such insolvency or bankruptcy);
- (p) in respect of a *claim* or *circumstance* arising in any way from proven or admitted criminal activity or criminal behaviour, whether or not within the *provision of professional services* or a *Good Samaritan act*;
- (q) in respect of a *claim* or *circumstance* arising in any way from proven or admitted sexual harassment, sexual misconduct or unlawful discrimination;
- (r) in respect of a *claim* or *circumstance* arising in any way from alleged sexual harassment, sexual misconduct or unlawful discrimination, or from any other alleged conduct by *you* which in any such case:
- (i) would not be within the proper scope of the *provision of such professional services* as are defined by clause 18(m)(i) or (ii) or a *Good Samaritan act*; and
 - (ii) is not proven or admitted,

except for the indemnity for *defence costs* under clause 4(b)(iii) or (iv);

- (s) in respect of a *claim* or *circumstance* arising in any way out of *your* deliberate intent to cause harm, or *your* fraudulent, dishonest, malicious or reckless act or omission or, where *you* were knowingly party to such act or omission, that of any person for whom *you* are *vicariously liable*; or
- (t) in respect of the consequences of any *circumstance* which was:
 - (i) notified under any policy which was in force prior to the inception of this *Policy*; or
 - (ii) known to *you* at the inception of this *Policy*.

DEFINITIONS

18 In this *Policy*:

- (a) **Circumstance** means an event that may give rise to a *claim* for *professional negligence* or a *claim* in respect of a *Good Samaritan act* or an allegation against *you* of the type referred to in clause 4(b);
- (b) **Claim** means:
 - (i) a demand for, or an assertion of a right to, compensation or damages; or
 - (ii) an intimation of an intention to seek compensation or damages;
- (c) **Defence costs** means legal costs, disbursements and related expenses reasonably and necessarily incurred by *you* with *our* prior written consent or by *us* on *your* behalf, in relation to a *claim* or *reported circumstance* relating to *professional negligence*, a *Good Samaritan act* or allegations against *you* of the type referred to in clause 4(b):
 - (i) in investigating, defending, settling or mitigating any *claim*; or
 - (ii) in prosecuting any *proceedings* for indemnity, contribution or recovery;
- (d) **Examination date** means the date on which an individual patient was examined. If there are multiple dates, this will be the earliest date;
- (e) **Good Samaritan act** means providing, or failing to provide:
 - (i) the examination, diagnosis, treatment (including administering drugs or therapy) or care of an individual patient; and/or
 - (ii) written or oral advice on or concerning the examination, condition, diagnosis, treatment (including administering drugs or therapy) or care of an individual patient,
 in each case in a clinical or medical emergency, accident or disaster when *you* or a person for whom *you* are *vicariously liable* are not present in *your* or their professional capacity but as a bystander;
- (f) **Incident date** means the date of the *provision of professional services* or a *Good Samaritan act* or the matter alleged of the type referred to in clause 4(b) that gave rise to the *claim* or *circumstance*. If there are multiple dates, this will be the earliest date. If there was a course of treatment, this will be the date on which the course of treatment started or, if later, the earliest date on which it is claimed the alleged *professional negligence* occurred;
- (g) **the MDU** means The Medical Defence Union Limited;
- (h) **One claim** means:
 - (i) all *claims* by one or more claimants arising, directly or indirectly, from any *related professional services*;
 - (ii) all *claims* by one or more claimants arising, directly or indirectly, from the *provision of professional services* or a *Good Samaritan act* to a woman and her unborn or newly born child or children;
 - (iii) all *claims* by one or more claimants arising, directly or indirectly, from any one error or omission or any one series of common or similar errors or omissions in the *provision of professional services* or a *Good Samaritan act*,
 otherwise, each *claim* will be treated as being separate;
- (i) **Policy** means this document, the Schedule and any endorsements;
- (j) **Previously notified circumstance** means a *circumstance* which *you* first notified to *us* or *our* agents or to *the MDU* or its agents prior to this period of insurance;
- (k) **Proceedings** means:
 - (i) any legal proceedings relating to a *claim* for *professional negligence*, a *Good Samaritan act* or allegations against *you* of the type referred to in clause 4(b); and

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

- (ii) proceedings by *us* in exercise of *our* rights under clause 12;
- (l) **Professional negligence** means actual or alleged negligence or breach of duty owed to any person (including statutory or contractual duty) in the *provision of professional services*;
- (m) **Professional services** means, in a professional clinical or professional paramedic capacity:
 - (i) the examination, diagnosis, treatment (including administering drugs or therapy) or care of an individual patient; and/or
 - (ii) written or oral advice on or concerning the examination, condition, diagnosis, treatment (including administering drugs or therapy) or care of an individual patient; and/or
 - (iii) written or oral advice to or for the specific benefit of a *recipient* or court on or concerning clinical or medical issues, without reference to an individual patient;
- (n) **Provision of professional services** and **providing professional services** means providing, or failing to provide *professional services*;
- (o) **Recipient** means:
 - (i) *your* employer, in the course of *your* employment;
 - (ii) a person or entity who or which engages *you* under a contract for the *provision of professional services*, in the course of *your* carrying out the same;
 - (iii) a person or entity to whom *you* provide *professional services* as an employee, contractor or agent of another person or entity, in the course of *your* carrying out the same;
- (p) **Related professional services** means the *provision of professional services* or a *Good Samaritan act* in connection with all paramedical or clinical matters or issues which have a common cause or similar origin;
- (q) **Reported circumstance** means a *circumstance* *you* first report to *us* or *our* agents during the period of this insurance;
- (r) **United Kingdom** means the United Kingdom of Great Britain and Northern Ireland, together with the Channel Islands and the Isle of Man;
- (s) **Vicariously liable** or **vicarious liability** means vicariously liable or vicarious liability:
 - (i) for the acts or omissions in the ordinary course of paramedical practice (which does not include a nursing home or the provision of laboratory or other services to the medical, dental or allied professions) of; or
 - (ii) in respect of a *Good Samaritan act* by, any person other than a registered medical or dental practitioner or registered paramedic;
- (t) **We** means the insurer named in the Schedule for each period of insurance and *us* and *our* will be construed accordingly;
- (u) **You** means:
 - (i) the insured named in the Schedule;
 - (ii) the personal representatives of *your* estate following *your* death or *your* legal representatives if *you* become incapable, insolvent or bankrupt; and
 - (iii) *your* beneficiaries and those who have or obtain an interest in *your* beneficiaries' estates following their deaths; and *your* will be construed accordingly;
- (v) the singular includes the plural; and
- (w) the male gender includes the female, and vice versa.

CO-INSURANCE

- 19** *Our* obligations under this *Policy* are several and not joint, in the proportions set out by *our* names in the Schedule. Neither of *us* is responsible for the obligations of the other.

ARBITRATION

- 20** If there is a dispute or difference between *you* and *us* arising out of or in connection with this *Policy*, this will be referred to arbitration before a sole arbitrator who *you* and *we* will appoint under the English arbitration legislation. Such a reference to arbitration and all proceedings relating to it will be subject to the provisions of the Arbitration Act 1996 and any statutory modification or re-enactment of that Act.

GOVERNING LAW

- 21** Unless *we* and *you* agree otherwise in writing, this insurance contract will in all respects be governed by and construed in accordance with English law and, except for any reference to arbitration under clause 20, is subject to the exclusive jurisdiction of the English Courts.

Endorsement PAR9/01: FAMILY LEAVE COVER SECTION

Family Leave Cover for ordinary maternity leave, adoption leave, paternity leave or parental leave provides *you* with a continuation of the period during which *we* agree to indemnify *you* under the last *Policy* issued by *us* to *you* prior to *you* commencing *your* leave. Provided *you* are not practising as a paramedic, or otherwise *providing professional services*, whether paid or unpaid, at any time during this continuation period, this agreement to indemnify *you* shall continue for a period of 12 months from the date of termination of such *Policy*.

You must apply for Family Leave Cover prior to commencing *your* leave and while *you* are still a member of *the MDU*. *You* are required to notify *us* of any arrangements made, or submission of any notice or request, for Family Leave within 7 days of submitting such a notice or request or making such an arrangement. Where applicable, if the request or arrangement is subsequently declined or varied, *you* are required to notify *us* within 7 days of *your* notification of this decision, so that any endorsement can be removed or varied.

Family Leave Cover is provided on the same terms and conditions and is subject to the same exclusions as under the *Policy* contained in the previous pages. Provided that *you* are a member of *the MDU* when this additional benefit commences, *you* do not have to be a member at the time a *claim* is made. Any *claims* made during the continuation period are subject to and included within the aggregate indemnity limit applying to the last *Policy* issued by *us* to *you* prior to commencing *your* leave, which will apply to the period of the *Policy* together with the continuation period.

You must notify *us* of *your* intention to return to practising as a paramedic after being on leave, in order for *you* to be covered in respect of the *provision of professional services* when *you* return to practice. If *you* return to work *providing professional services*, whether full time or part time, and whether paid or unpaid, *you* will no longer benefit from Family Leave Cover. If *you* have already applied for and have been granted Family Leave Cover under the *Policy* and during the period of the Family Leave *you* retire, die or become unable to return to practising as a paramedic due to disability, *you* or *your* personal representatives may apply for Retirement Cover or Death and Disability Cover. The Retirement Cover or Death and Disability Cover shall continue for a maximum period of 3 years from the original date of termination of the *Policy*.

Additional premium for Family Leave Cover

No additional subscription or premium is applicable for this cover.

Endorsement PAR9/02: DEATH & DISABILITY COVER SECTION

Death and Disability Cover provides *you* with a continuation of the period during which *we* agree to indemnify *you* under the last *Policy* issued by *us* to *you* prior to *your* death or *your* ceasing practising as a paramedic, or otherwise *providing professional services*, due to disability. Provided *you* are not practising as a paramedic, or otherwise *providing professional services*, whether paid or unpaid, at any time during this continuation period, this indemnity shall continue for a period of 3 years from the date of termination of such *Policy*.

You or *your* personal representatives if *you* have died must apply for Death and Disability Cover as soon as practicable.

If *you* have already commenced cover under the Retirement Cover Section under the *Policy* and during the period of the Retirement Cover *you* die, *your* personal representatives may apply for Death and Disability Cover. The Death and Disability Cover shall continue for a maximum period of 3 years from the date of termination of the *Policy* (the same as would have applied if *you* had lived to the end of the period of continuation under Retirement Cover.)

Death and Disability Cover is provided on the same terms and conditions and is subject to the same exclusions as under the *Policy* contained in the previous pages. Provided that *you* are a member of *the MDU* when this additional benefit commences, *you* do not have to be a member at the time a *claim* is made. Any *claims* made during the continuation period are subject to and included within the aggregate indemnity limit applying to the last *Policy* issued by *us* to *you* prior to commencing *your* leave, or *your* death which will apply to the period of the *Policy* together with the continuation period.

You must notify *us* of *your* intention to return to practising as a paramedic after suffering a disability, in order for *you* to be covered in respect of the *provision of professional services* when *you* return to practice. If *you* return to work *providing professional services*, whether full time or part time, and whether paid or unpaid, *you* will no longer benefit from Disability Cover.

Additional premium for Death and Disability Cover

No additional subscription or premium is applicable for this cover.



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.

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