



# **Member Guide**

## Individual Membership

# Welcome to MDDUS

MDDUS is a not-for-profit mutual organisation owned by and run for our members. We exist to help healthcare professionals in England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man with the challenges that they face arising from their clinical and professional practice. We do not offer benefits outside of these locations, other than in respect of Good Samaritan acts or as otherwise stated in your membership information sheet. We are not an insurance company, and all benefits of membership are at the discretion of the MDDUS Board of Directors.

## The benefits to which you are entitled as an individual member are set out in:

- the Articles of Association of MDDUS that can be found at <https://www.mddus.com/about-us/corporate-governance/mddus-corporate-documents>
- this member guide
- the membership information sheet
- your membership certificate.

Together, these are the 'Membership Agreement' referred to in this guide. They explain the terms of your membership and the benefits available to you. They also govern your relationship with MDDUS. By applying for, or renewing your MDDUS membership, you agree to be bound by the terms of the Membership Agreement.

Please read all Membership Agreement documents carefully and keep them safe.

### **Please ensure that your membership meets your needs for the year ahead.**

You will need these documents should you need to request any benefits (including to be indemnified by us).

Our membership services team will be happy to take any questions you have in relation to the Membership Agreement, the benefits provided or any changes you need to make. You can contact the team:

- by email: [membership@mddus.com](mailto:membership@mddus.com)
- by phone: 0333 043 0000.

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# 1. Who can be a member of the MDDUS?

## 1.1.

Individuals who practise medicine, dentistry or an allied health profession in England, Scotland, Wales, Northern Ireland, the Channel Islands and/or the Isle of Man can apply for membership of MDDUS. The following are non-exhaustive examples of the type of activity that might constitute the practice of medicine, dentistry or an allied health profession:

- (a)** provision of advice, care or management of treatment to patients located in England, Scotland, Wales, Northern Ireland, the Channel Islands and/or the Isle of Man
- (b)** medical/dental/clinical management or leadership
- (c)** medical/dental/clinical education
- (d)** medical/dental/clinical research
- (e)** performing non-clinical roles that require a health professional to be registered with a professional regulator
- (f)** performing the roles of appraisers and responsible officers
- (g)** the provision of advice and expert opinion on cases of a medical, dental or other clinical nature
- (h)** providing care to patients while studying as a medical or dental student or practising as a doctor or dentist in training.

## 1.2.

This list is not exhaustive and simply serves to provide examples of the type of activities that we may accept as constituting the practice of medicine, dentistry or an allied health profession required to become and remain a member.

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# 2. Benefits of membership

## 2.1.

We provide access to support and benefits for circumstances that arise out of the practice of medicine, dentistry or an allied health profession.

## 2.2

MDDUS offers claim and professional support benefits to our members.

**(a)** A claim is defined as:

- the service of a claim form, particulars of claim, counterclaim, other additional claim, application notice of appeal, witness summons or similar legal document including an application for any related injunction
- a reference to or notification of an intention to commence or the commencement of proceedings of any kind including arbitration proceedings
- a written communication including electronic communications (whether or not containing a demand for compensation or damages) asserting a legal liability on your part
- any communication in whatsoever form invoking a clinical negligence claim.

**(b)** Professional support benefits are those that are not expected to include any form of indemnity. These benefits focus on:

- ethical and professional advice
- support and representation.

The above examples are not exhaustive and serve as an example of what MDDUS define as a claim and professional support benefits. Please refer to your information sheet for a full overview of the claim and/or professional support benefits available to you.

## 2.3.

We have a range of membership grades tailored to provide benefits to medical, dental and allied health professionals. The benefits **may** include:

**(a)** ethical and professional advice

**(b)** access to expert advice, assistance and representation in respect of:

- complaints from patients and their representatives relating to the practice of medicine or dentistry
- matters referred to the General Medical Council (GMC), General Dental Council (GDC) or other applicable clinical professional regulators
- disciplinary investigations and hearings arising from your clinical practice
- inquests and fatal accident inquiries
- certain criminal matters related to your medical or dental practice.

**(c)** support and indemnity in respect of claims of clinical negligence brought against you

**(d)** if you are an employer and on the appropriate grade with MDDUS, advice in respect of employee matters.

## 2.4.

Your membership grade is determined by the information you provided in your online application or subsequently via the portal or contact with the MDDUS team. The benefits available to you and key exclusions are specified in the membership information sheet relevant to your membership grade.

Your membership grade is stated on your membership certificate.

**It is important that you inform us immediately of any changes to your practice to ensure that you have the right benefits available to you.**

## 2.5.

All Members shall be entitled to receive notice of, attend and vote at any General Meeting of MDDUS.

## 2.6.

Your membership and your benefits are provided on an annual basis and are individual to you alone, save as may be provided in respect of vicarious liability for staff. For further information on vicarious liability and non-delegable duty of care, please see your membership information sheet. MDDUS also offers options for business cover and group scheme products to provide additional protection and benefits for your medical or dental practice. You can find information for these products on our MDDUS website <https://www.mddus.com/join/>.

## 2.7.

**If your status, roles or requirements changes or differs from those disclosed or contained in your documentation from us, you must inform us immediately.**

**This is important as your benefits may need to change or may no longer apply. We want to ensure that you have the correct benefits.**

**If your grade is based on an estimate of earnings, changes to your membership benefits can be made during the year and up to one year following the end of each membership year. We may also require additional documents, for example, proof of earnings or clinical activity.**

## 2.8.

We will not provide any benefits to a member to the extent that the member is (or would be) entitled to equivalent benefits (including, in particular, indemnity and claims handling/administration):

- (a) from any other medical or dental defence organisation
- (b) pursuant to any policy of insurance
- (c) pursuant to any clinical negligence or indemnity scheme provided by or on behalf of the National Health Service or the Secretary of State for Health and Social Care or Welsh Government (including, but not limited to, the Clinical Negligence Scheme for General Practitioners; the Existing Liabilities Scheme for General Practice and/or the Scheme for General Medical Practice Indemnity), any other public authority or any health board, hospital trust or other employer's arrangements.

## 2.9.

Your individual membership of MDDUS entitles you to seek our assistance and indemnity with matters arising from your professional practice. As long as a claim arises as a result of your own alleged acts or omissions, it makes no difference if you establish a company for the purposes of individual billing for or arranging your own clinical practice - you would still be able to seek our indemnity. Please note that this position would be altered if your company employed or contracted with other clinicians to provide clinical care. If that is the case, please let us know in advance in order that we may provide you with details of our business products.

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# 3. Your membership subscription

Should you need to inform us of any matters that may affect your subscription, please contact us immediately to discuss:

- by email: [membership@mddus.com](mailto:membership@mddus.com)
- by phone: 0333 043 0000.

## 3.1.

Your membership subscription for the coming year was quoted at the time of joining or, for current members, on your renewal notice. The amount of your subscription depends on your membership grade and the optional additional benefits you require or are eligible to receive as part of your membership. Your membership grade depends on the nature of your practice. For additional information on the calculation of your membership subscription, please consult your information sheet.

## 3.2.

If you request a change in your membership, you may either be required to pay an additional subscription or, depending on the circumstances, you may be given a refund (a maximum refund of the current subscription year up to 12 months may be provided **at MDDUS' discretion**). If the change is earnings-related, then proof of earnings will be required to calculate your subscription correctly.

Please note that if the refund amount is under £10, this will not be returned due to the administrative costs involved.

**You must notify MDDUS immediately of all changes as documented in Section 4. Failure to do so could impact your ability to access your benefits. If you experience a change that is not listed but you believe may impact your membership, please contact us immediately to discuss.**

## 3.3.

Once payment for your annual subscription is received by MDDUS, your membership is deemed to have commenced and cannot be cancelled until your next renewal. We do understand that there may be exceptional changes in your circumstances that could impact your position. If you do need to discuss leaving membership early, then please contact us to discuss.

## 3.4.

It is a condition of receiving any membership benefit that you are up to date with your subscription payments. Subscriptions are based on the details you have provided for example, earnings information. **It is your responsibility to ensure these are correct.**

## 3.5.

We provide direct debit facilities for your convenience. Please contact us if you wish to make payment via a different method.

**Failure to maintain direct debit payments may result in this facility being withdrawn and membership benefits being denied.**

## 3.6. Arrears

MDDUS will implement the following arrears process should you fail to pay your subscription on time.

- Seven days from the start or renewal date of your membership, you will receive a letter/email outlining the actions you are required to take to correct your arrears.
- A final reminder will be issued after a further seven days, reiterating the process to correct your arrears.
- Seven days after the issuance of the final reminder, MDDUS will cancel your membership for non-payment.

It is important that all aspects of your membership are accurate and up to date to avoid issues with accessing your benefits.

**You will not be able to access your benefits while your membership is in arrears.**

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## 4. Your obligations as a member

Failure to adhere to your obligations as a member may mean you will not receive the benefits of your membership.

Should you need to inform us of any matters as described in the conditions below, please contact us immediately to discuss:

- by email: [membership@mddus.com](mailto:membership@mddus.com)
- by phone: 0333 043 0000.

### 4.1.

**You are obliged, at all times, to ensure we have the correct details relating to your circumstances, including accurate details of earnings/sessions.**

**We may, in our absolute discretion, deny any and all benefits to a member who fails to comply with their obligations in this member guide. Your subscription may be adjusted to reflect any changes processed.**

### 4.2.

You must be registered with a clinical professional regulator (GMC, GDC, etc.) and must also hold a licence to practise where appropriate. **This requirement includes registration of medical and dental professionals on the Performers List when offering primary care services in the NHS.**

If your professional role does not require a licence to practise, MDDUS must be notified and approve your membership. We may, in our sole discretion, decide not to continue your membership.

### 4.3.

You must ensure that you are in the correct membership grade applicable to your role, location and the work you undertake by reviewing your membership certificate carefully. **If these are incorrect, or you need to make any changes, then you should contact us immediately.**

Failure to make the appropriate changes may impact your ability to access the benefits of membership.

### 4.4.

You must ensure that you remain eligible for the benefits under your membership grade and must notify us promptly if you cease to be eligible for any reason.

### 4.5.

**You must keep us up to date with respect to any material change in your circumstances relating to your membership and your entitlement to benefits, including:**

- (a) any change of personal or professional address or other contact details
- (b) if you are working in multiple jurisdictions for example, Scotland and England, as this will impact the grade you need
- (c) any change in the nature or extent of work undertaken
- (d) any change in earnings/sessions
- (e) any parental leave you intend to take or when you return to work following parental leave

- (f) any regulatory or disciplinary action that affects your right to practise your profession whether MDDUS has provided assistance on your case or not
- (g) if your primary residence is outside of Scotland, England, Northern Ireland, Wales, Channel Islands or Isle of Man but you continue to provide medical or dental treatment to individuals in these locations
- (h) any information regarding non-NHS indemnity provided by an insurance or discretionary provider that you may benefit from.
- (i) a change of role, for example completion of a period of training, that could impact the grade applied by MDDUS.

The above list is not exhaustive. If you have any concerns that a change in your circumstance may impact your membership, please contact us to discuss.

## 4.6.

You must promptly provide such information about your professional practice as we may request from time to time.

## 4.7.

You must not hold membership with any other medical or dental defence organisation or have insurance equivalent to the benefits available from MDDUS, without our written consent.

## 4.8.

If your membership is part of a MDDUS group scheme for example, a medical or dental group scheme, then it is your responsibility to ensure that your membership is being adequately maintained by the person responsible within the practice or organisation for the administration of the scheme, such as the practice manager.

**If you have individual membership benefits with MDDUS that are not part of your group scheme, you are obligated to manage these directly with MDDUS. The group scheme contact cannot apply changes to your individual membership.**

## 4.9.

Remote consultations must be conducted in line with regulatory (including GMC and GDC) guidance. Access to indemnity, expert advice, assistance and representation will only be available when both the healthcare professional and patient are located in the UK, Isle of Man or the Channel Islands, unless agreed by MDDUS in writing.

## 4.10. Working together

In line with Section 10 "Our commitment to You", we are committed to treating all our members fairly with politeness, tolerance, and respect at all times.

We understand that your reason for contacting us may be distressing, and you may be frustrated or angry as a result. We will listen to your case without judgment and do our best to meet your needs.

Our staff are here to help you, please treat them with respect. We will not tolerate abuse of any kind.



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## 5. Renewing your membership

### 5.1.

We will send you an annual membership renewal notice at least 28 days before the date your current membership and benefits expire. Your renewal date will fall the day after the expiry of your current membership and benefits. The notice includes the cost of the subscription to renew your membership for the next year. **Before renewing your membership, you should consider your obligations within this member guide, in particular section 4.**

**It is important that you read all the renewal documentation, as it will contain details about price and benefit changes that will impact your membership in the coming year. MDDUS cannot be held responsible if you have not reviewed the documents. If you have any questions regarding changes and their potential impact, please contact the membership services department.**

### 5.2.

In order to ensure continuous membership (and to ensure there are no gaps in respect of your practice for which you may be granted indemnity), your subscription should be paid promptly. If payment is outstanding for the previous year membership subscription, your membership will terminate automatically on the renewal date. All persons or bodies whose membership has so lapsed are subject to the completion of a new application form that will be the subject of our normal approval and underwriting process.

Please see **3.6. Arrears** for additional information.

### 5.3.

If you have arranged for automatic payment of your annual subscription by direct debit, **but do not wish to renew** your membership, please contact our membership services department at least seven days prior to your renewal date.

### 5.4.

If you have business or corporate membership or insurance in place with MDDUS or MDDUS Insurance Limited (MIL), it will be renewed separately from your individual membership. We may, in our sole discretion and for any reason, decide not to renew your business or corporate membership. If we decide not to renew, you will be sent a notice at least 28 days before the renewal date of your business or corporate membership.

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## 6. Deferred membership

### 6.1.

Members may apply to defer their membership in certain circumstances. Deferred status may be granted to members who are not working for a period of three months or more due to:

- (a)**maternity/paternity/adoption leave
- (b)**sick leave.

We may allow deferred membership in other certain circumstances such as a career break. This must be discussed and agreed by MDDUS in advance.

Members may be placed into deferred membership by MDDUS in the following circumstances:

- (a)**regulatory suspension
- (b)**decision of the executive directors or an appropriate committee (as permitted by the Board in accordance with the Articles).

### 6.2.

Deferred membership, if approved, is free of charge for members.

### 6.3.

All Members shall be entitled to receive notice of, attend and vote at any General Meeting of MDDUS.

Members will not be eligible to access benefits for any medical or dental work performed during deferred membership.

Benefits for Good Samaritan acts will still be available during the period of deferred membership with MDDUS.

Deferred membership would cease if:

- (a)** you return to clinical practice and have membership approved by MDDUS
- (b)** you join another medical or dental defence organisation, insurer or similar company or organisation providing medical or dental indemnity and/or assistance with regulatory matters arising from their clinical practice.

### 6.4.

The most we can backdate deferred status change is three months from the date you notify us of a relevant change in circumstances. You must always notify us of your changed deferred status so that we can amend your benefits accordingly.

### 6.5.

Members who are granted deferred status should not work in any medical/dental professional capacity.

### 6.6.

You must ensure that you remain eligible for the benefits under your membership and must notify us promptly if you cease to be eligible for any reason.

## 6.7.

Upon application for deferred status, there is an option to provide an estimated return-to-work date. This will allow us to make contact with you in advance of your return to work, enabling us to reinstate full benefits (if approved). If you return to work earlier than anticipated, you must submit an application (where applicable) to restore full benefits at least 15 working days before you return to work. We will take this time to perform appropriate checks to ensure that adequate and appropriate benefits are available.

If you have deferred membership due to **maternity/paternity leave, adoption leave or sickness**, an application is not required to restore active membership so long as you are returning within two years of the date you originally deferred membership. Please contact the membership team to discuss.

## 6.8.

To apply for restoration of full membership benefits you must complete the application on our website <https://www.mddus.com/join>). All applications will be subject to approval.

## 6.9.

Deferred members who plan to return to practice for a short period of time can apply for short-term membership. This is offered for a minimum of four weeks at a time and up to a maximum of 90 days in total in any 12-month period.

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# 7. Retired members

## 7.1.

Members who are retiring or no longer working in a medical or dental capacity, may apply to change their membership status to retired. Members who are granted retired status will not be eligible to access MDDUS benefits for any work in a clinical professional capacity.

We can only backdate a retired status change three months from the date you notify us of a relevant change in circumstances. You must always notify us of your changed retired status so that we can amend your benefits accordingly.

## 7.2.

All Members shall be entitled to receive notice of, attend and vote at any General Meeting of MDDUS.

Retired members do, however, have access to benefits for Good Samaritan acts only.

## 7.3.

To apply for restoration of full membership benefits you must complete the application on our website <https://www.mddus.com/join>). All applications will be subject to approval.

## 7.4.

Retired members who plan to return to practice for a short period of time following 3 months of retired membership are able to apply for short-term membership. This is offered for a minimum of four weeks at a time and up to a maximum of 90 days in total in any 12-month period.

Retired members returning to work within 3 months of the retirement date captured by MDDUS will have their membership reinstated from this date to ensure there is no gap in benefits. No application will be required to implement this change.

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## 8. Requesting member benefits

If help is required from MDDUS in relation to advice or a claim, you must notify us promptly of the relevant circumstances and provide all relevant information.

Help can be requested from the MDDUS team of medico- and dento-legal advisers:

- by email: [advice@mddus.com](mailto:advice@mddus.com)
- by phone: 0333 043 4444.

### 8.1.

You must notify us as soon as reasonably practicable (and in any event within 10 business days) of:

- (a)** any claim, or circumstance that might give rise to any claim, against you in respect of alleged clinical negligence or patient harm, even if you do not consider yourself to be liable. This includes any claim brought against your contractors, employees or workers where you may be found to be liable, even if you do not consider yourself to be liable
- (b)** any written request for records from a patient acting as litigant in person, or from a legal firm instructed by a patient or third party
- (c)** any written notification from a legal firm instructed by a patient or third party of an intention to bring a claim against you, your contractors or your employees
- (d)** any written notification from a third party, such as another healthcare body or professional, of a claim having been brought against them in circumstances where they consider liability might rest with you, your contractors or your employees
- (e)** service of formal legal proceedings against you
- (f)** a complaint being made with a relevant regulatory body
- (g)** a relevant regulatory body conducting an investigation into your practise
- (h)** any notice or communication that you or your organisation are an interested person in a coroner's inquest or a witness in a fatal accident inquiry
- (i)** any notice or communication regarding potential prosecution made against you in respect of Corporate Manslaughter and Corporate Homicide Act 2007 relating to any death caused by your provision of medical or dental treatment or care
- (j)** any notice or communication you receive from a contracting body or regulatory body in respect of any complaints, investigations, allegations or disciplinary proceedings against you or a director, officer or employee.

## 8.2.

Members seeking our support or indemnity in respect of a claim made against them must (in addition to the obligations above):

- (a) not admit liability in respect of the claim in any way, without our prior written consent or that of our legal advisers
- (b) not take any steps to settle or compromise the claim in any way, without our prior written consent or that of our legal advisers
- (c) cooperate fully in every respect with us and our legal advisers.

## 8.3.

We may in our absolute discretion deny any and all benefits if you:

- **fail to keep your membership grade up to date**
- fail to provide us with all relevant supporting documentation
- fail to cooperate with us as we reasonably require
- fail to accept our advice or that of our legal advisers
- fail to disclose anything, likely to lead to a claim, including any actual or alleged clinical negligence which you knew about, or ought reasonably to have known about, before becoming a MDDUS member.

Please refer to Section 2. for additional information on your obligations as a member of MDDUS.

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# 9. Ceasing to be a member

Membership of MDDUS is on an annual basis. Membership cannot be terminated before the end of the membership year. If you pay your MDDUS subscription by direct debit and do not wish to renew, **you must terminate** your membership by contacting MDDUS seven days prior to your renewal date. All other payment types will automatically expire on the anniversary of your membership commencement date, as specified in the Membership Certificate. Your membership may also terminate prior to expiry in the following circumstances.

## 9.1. Removal from membership

Your membership may be terminated by us at our absolute discretion, where we consider you have failed to comply with your obligations as a member pursuant to the Membership Agreement. This includes where your professional registration or any requisite licence to practise is withdrawn or revoked, or you otherwise fail to maintain such registration or licence, unless the MDDUS Board determines otherwise.

Any member so terminated by us will be entitled to a partial refund of their most recent subscription in proportion to the remaining term of the membership.

## 9.2. Death

Your membership will terminate in the event of your death. On receipt by us of written notification from your personal representatives of your death, we will refund to your estate such part of your most recent subscription as is proportionate to the period from the date of your death until the date your membership would have otherwise expired.

If a claim arising from an incident during your membership is subsequently made on your estate, we will provide your membership benefits to your personal representatives to the same extent as if you were still alive, subject to the terms of the Membership Agreement.

## 9.3. Moving Overseas

MDDUS specialises in the separate legal jurisdictions that exist within England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man, and does not offer membership benefits outside of these jurisdictions. If you move outside of these legal jurisdictions permanently, you must contact us immediately to terminate your membership.

There are exceptions to the above for example, humanitarian work and limited voluntary medicine. Please contact the MDDUS membership department to discuss your needs.

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# 10. Our commitment to you

## 10.1. Fairness

MDDUS is committed to treating all our members fairly in accordance with our fair treatment policy statement, and all our colleagues are required to display politeness, tolerance, and respect at all times. Please see the fair treatment policy statement on our website at [www.mddus.com/about-us/corporate-governance/mddus-policies/mddus-fair-treatment-policy-statement](http://www.mddus.com/about-us/corporate-governance/mddus-policies/mddus-fair-treatment-policy-statement).

**By joining or renewing your membership with us, you are accepting that you have read and understood the terms of the MDDUS Privacy Notice.**

## 10.2. Confidentiality

We regard all of our dealings with our members as strictly confidential and we take the privacy of our members seriously. We will collect and hold personal information about members in both paper and electronic form for the purpose of providing the benefits of membership. Our use of personal information shall at all times be in accordance with the terms of the MDDUS privacy notice (available on our website at <https://www.mddus.com/about-us/corporate-governance/mddus-policies/mddus-group-privacy-notice>). By joining or renewing your membership with us, you are accepting that you have read and understood the terms of the MDDUS privacy notice.

## 10.3. Access to files

You have a right to access your personal data held by us in accordance with the MDDUS privacy notice and data protection legislation. You may also request access to other records in respect of cases in which we have provided assistance relating to your membership. If we provide you with access to any such records, we may charge the full administrative costs of processing the request, including the review and redaction of third-party information. We will respond to your request as soon as we can; and for file requests, within eight weeks. Documents retained at MDDUS (for example, those containing legal advice) may be privileged or confidential and may not be appropriate to disclose.

## 10.4. Quality of service

MDDUS takes pride in providing a quality service to healthcare professionals across the UK with regards to indemnity, assistance and support. We take our role very seriously and aim to deliver excellent service to all members. We are aware, though, that there may be occasions when we fall short, and you may feel dissatisfied with some aspects of our service. If our performance does fall short of your expectations, then we would welcome your feedback in order that we can understand how we could have done better. The feedback will help us to improve the quality of services provided to all members.

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## 11. Complaints

### 11.1.

We consider a complaint to be any expression of dissatisfaction with our service or products which calls for a response. We take all complaints seriously and learn from them so that we can continuously improve.

### 11.2.

Our complaints procedure is set out on our website. If you have any questions about the procedure or wish to make a complaint you can contact us:

- by email: [customerservices@mddus.com](mailto:customerservices@mddus.com)
- by phone: 0333 043 0000
- by post, addressed to: Customer Operations Manager,  
206 St Vincent Street,  
Glasgow,  
G2 5SG.

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## 12. General terms

### 12.1.

All benefits of membership of MDDUS are discretionary as set out in the Articles of Association. MDDUS is not an insurance company. MDDUS is incorporated under the Companies Act as a company limited by guarantee (SC005093). The Articles may be amended at a general meeting of MDDUS.

### 12.2.

This guide and the membership information sheets have been made pursuant to Articles 8 and 18 of the Articles, under delegation from the Board to the executive directors. They may be altered, amended or replaced at the sole discretion of MDDUS, by the executive directors (as delegated by the Board). Any alteration, amendment or replacement of these documents will be posted on the MDDUS website ([www.mddus.com](http://www.mddus.com)) and shall be effective from the date specified or, if no effective date is specified, from the thirtieth day after the date it was posted.

### 12.3.

The relationship between members and MDDUS is governed by the law of England and Wales, subject to any agreed arbitration, the English Courts shall have jurisdiction.

## **12.4.**

Where the benefits listed within our literature indicate discretionary indemnity for claims is available, there is no limit on the amount paid in respect of any one claim and no excess or deductible is applied that has to be met by the member.

