

Membership Agreement

The MDDUS Membership Agreement contains full details about the benefits of MDDUS membership, including levels of cover, conditions, rules and payments.

Part 1 – What your membership provides

Membership of MDDUS provides assistance, advice, representation and access to indemnity for circumstances that arise out of the practice of medicine, dentistry or an allied health profession and that occur during a period of membership of MDDUS. As a mutual organisation, MDDUS always acts in the interests of all its members and offers assistance to its members, provided the need for help arises out of the practice of a health profession. [Click here](#) for further information on what is understood by the practice of a health profession.

Your membership provides (subject to the exclusions in Part 2 and the requirements set out in Parts 3 and 4):

1. Access to professional advice on the wide range of ethical, medico-legal and risk-related issues that may arise out of your practice of medicine, dentistry or an allied health profession and that occur during the period of your membership of MDDUS.
2. Professional assistance, advice, representation and, where necessary, appropriate legal representation in respect of:
 - complaints made against you
 - disciplinary proceedings taken against you
 - coroner's inquests/fatal accident inquiries
 - matters referred to the General Medical Council/General Dental Council (GMC/GDC), or other regulatory body.
3. Assistance, advice, representation (including legal representation) and access to indemnity for your legal liability to meet claims made against you arising out of your professional practice. This protection relates to circumstances occurring in Scotland, England, Wales, Northern Ireland,

the Channel Islands and the Isle of Man during your membership of MDDUS, regardless of when the claim is actually made or intimated to you although dependent on the level and category of indemnity cover that you have from MDDUS.

4. Access to worldwide indemnity in respect of your legal liability to meet claims made against you arising from “Good Samaritan” acts. An explanation of what are Good Samaritan acts is provided in Part 6.
5. If you are an employer, access to professional advice on your legal liabilities, duties and obligations as an employer in the ordinary and usual course of your practice of medicine, dentistry or an allied profession. [Click here](#) for further details on vicarious liability.
6. If you have selected it, the employer support and employer indemnity set out in Part 5.

All the circumstances detailed above must arise out of your practice of medicine, dentistry or an allied health profession and must occur during the period of your membership of MDDUS. 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 you.

Notes: (i) For doctors and dentists employed or contracted to work exclusively in the NHS, and who are indemnified by the NHS for clinical work performed under their contract, additional protection is available. [Click here](#) for further details on Category 1 and 2 work. (ii) Those involved with professional football teams or other elite or professional sport should [click here](#) for further information. [\(iii\) Those who, at any time prior to 1 April 2019 and while a member of MDDUS, worked in general practice providing services as part of the NHS for England, and who have access to discretionary indemnity for clinical negligence liabilities arising from the provision of such services which is provided by the Secretary of State for Health and Social Care under the \[NAME OF SCHEME\], should click here for further information.](#)

Part 2 – What is not included in your membership

Membership of MDDUS provides advice and protection for matters arising from your professional practice as a doctor, dentist or allied health professional. You are, of course, exposed to a wide range of potential legal and contractual problems. For the sake of clarity, and as examples, the following broad areas are not included within your membership benefits:

- Any liability which is covered by, or would but for anything done or not done by you be covered by, an indemnity provided by the National Health Service or by any health board, hospital trust or other public authority or employer's indemnity arrangements.
- [Any liability which could be covered by, or could but for anything done or not done by you, be covered by, the discretionary indemnity provided by the Secretary of State for Health and Social Care under the \[NAME OF SCHEME\]. For further information on what areas will be covered by such indemnity, please click here.](#)
- [The handling and administering of any claims relating to any liability which could be covered by, or could but for anything done or not done by you be covered by, the discretionary indemnity provided by the Secretary of State for Health and Social Care under the \[NAME OF SCHEME\]. For further information please click here.](#)
- Complaints, investigations or tribunal processes (other than those involving the GMC, GDC or other relevant clinical professional regulator), relating to personal conduct that does not arise from the practice of medicine, dentistry or an allied health profession. [Click here](#) for further detailed guidance.
- Matters that should be dealt with by public liability, employers' liability or directors' liability insurances.
- Employment issues not related to the practice of medicine, dentistry or an allied health profession, including assistance with employment tribunals and disputes over employment contract terms, unless specifically included in the benefits of that membership category.

- Assistance with raising actions for defamation.
- Assistance in the process of undergoing appraisal.
- Assistance with complaints or accusations of bullying and harassment against other persons.
- Matters of a financial nature or relating to business matters, insurance claims and the pursuit of fees for services rendered.
- Representation in respect of criminal proceedings or any legal liability arising from criminal activities or from any trading or personal debts. However, support may be extended to certain criminal proceedings which arise directly from clinical practice and where MDDUS accepts that the member has acted in good faith.
- MDDUS does not reimburse a member's personal expenses incurred during the management of cases (e.g. travel, locum cover, etc).
- Fines or penalties.

Note: Additional limitations and exclusions from benefits may be found in the *Notes on Membership Categories* issued to each member on joining or renewal.

Part 3 – Your responsibilities as a member

Failure to comply with any of the responsibilities below may put at risk your access to all benefits of membership of MDDUS, including indemnity.

- Members must advise MDDUS of any change of address.
- Members are required to ensure that they are in the correct membership category and paying the appropriate subscription associated with the work they undertake.
- Members should notify MDDUS as soon as reasonably possible of any claims or circumstances that might give rise to claims made against them.

- If requiring assistance in relation to complaints to regulatory bodies, members should contact MDDUS as soon as possible if they receive any communication from such a body.
- Members must not take any steps to settle or compromise any claim in respect of which indemnity from MDDUS is or may be sought without the written consent of MDDUS or its legal advisers.
- The benefits of membership, including indemnity, may be withdrawn if a member declines to accept the advice proffered by MDDUS or its legal advisers. Members are required to cooperate fully in every respect with MDDUS and its legal advisers.
- Members must not hold membership with any other medical or dental defence organisation or have insurance where equivalent MDDUS cover is available, unless with MDDUS written agreement.
- Members are required to provide information to MDDUS of a relevant professional nature if requested to do so by MDDUS.
- Members who have Practice or Corporate Scheme Membership with MDDUS should note that it is their responsibility to ensure that 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. Failure to maintain adequate and appropriate cover, for example failing to inform MDDUS of a return to work following maternity or paternity leave, cannot normally be rectified retrospectively.

Part 4 – Conditions of membership

Eligibility

All doctors and dentists who wish to become or remain members of MDDUS must be registered with the GMC, GDC or, if necessary, both. In addition, members must also hold a licence to practise where appropriate, other than when their professional role does not require a licence to practice to be held

and MDDUS has been informed and has agreed. Similarly, members of allied health professions must be registered with the appropriate registration body.

Joining

An application for membership cannot be submitted more than 60 days before the date from which membership is to commence.

Retrospective cover

MDDUS will not ordinarily permit an applicant to backdate membership prior to the date on which the first request to join is made.

Cover on joining

Most membership applications are successful but applicants should be aware that some may be declined because they fail to meet the approval criteria.

[Click here](#) for notes on completing MDDUS application forms. Protection can ordinarily only be provided from the date of acceptance into membership.

Past claims/advice

MDDUS reserves the right to decline applications for membership on the basis of previous claims, complaints, disciplinary action, GMC/GDC action or for any other reason. If MDDUS discovers or decides any response in an application for membership which MDDUS considers to be material is inaccurate in any respect, MDDUS may, at its absolute discretion, declare that membership, and therefore access to indemnity, to be void from the outset and to have no effect.

Deferral of membership benefits

Under certain circumstances, for example sickness or maternity/paternity leave, members may apply to have their membership benefits and thus payment of subscriptions deferred. Members should be clear that in seeking to reinstate those benefits, the normal application and underwriting process will apply. [Click here](#) for full details.

Private or independent practice earnings

Members who work as private or independent consultants are usually expected to hold or have recently held a substantive NHS consultant post in the same specialty. MDDUS reserves the right at any time to require evidence (including by periodic audit) relating to private independent practice or earnings so as to determine or verify individual subscription rates. Falsifying or failing to provide full details may affect the benefits of membership or result in the withdrawal of any indemnity or of the services provided by MDDUS.

Overseas

MDDUS specialises in the separate legal jurisdictions that exist within Scotland, England, Wales, Northern Ireland, the Channel Islands and the Isle of Man and does not offer indemnity outside of these jurisdictions, save in respect of Good Samaritan acts as outlined in Part 1.4 above or as otherwise agreed. If a member working in a training grade post plans to go abroad to work and eventually return to the UK, he or she can remain with MDDUS free of charge as an overseas associate for up to two years but without any of the benefits of membership.

Renewing members

An annual subscription renewal notice is normally sent out by MDDUS 28 days before the subscription is due and states the renewal date and amount due. In order to provide continuous cover, a subscription should be paid promptly. If no payment is received, or other method of payment established, after two reminders and a final notice, membership will be terminated 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 MDDUS's normal approval and underwriting process.

Multiple specialties

If a member is involved in more than one specialty, the specialty with the highest risk band should be selected.

Refunds

Membership of MDDUS is on an annual subscription basis and is normally only terminated with effect from the end of your membership year. No refund of subscription will be payable and no rebate of subscription is available should you cease to be a member of MDDUS before the end of your membership year, other than for the reasons set out in the rest of this part of the Membership Agreement. Any refunds available to members when their circumstances change as set out below are calculated on a daily basis and made pro rata subject to restriction in some circumstances. Unless a refund or rebate of subscription is available, the full annual membership subscription is payable for a subscription year notwithstanding that membership is terminated after the start of, but before the end of, that subscription year.

Maternity/Paternity

Refunds will be issued to members on maternity/ paternity leave for unused portions of the membership year, and up to three months retrospectively, if MDDUS is notified of the maternity/paternity leave after its commencement. The benefits of worldwide Good Samaritan cover continue whilst on maternity/paternity leave. This benefit is available after one full year of active membership with MDDUS.

Sickness

Refunds will be issued to members on extended sick leave for unused portions of membership, and up to three months retrospectively if MDDUS is notified of the sick leave after its commencement. The benefits of worldwide Good Samaritan cover continue whilst on sick leave. This benefit is available after one full year of active membership with MDDUS.

Change of membership category

If any change of active membership takes place in a member's practice, a refund of up to one year's subscription may be available. If the change is a reduction in earnings, proof of earnings must be supplied to MDDUS upon request to the satisfaction of MDDUS to validate the refund.

Removal from membership

Any member removed from membership by MDDUS will be entitled to a refund of any unused subscription from the date of termination of membership. This also applies when membership of MDDUS is terminated upon the withdrawal of the member's GMC/GDC or other professional registration, or requisite licence to practise.

Death

A refund of any unused subscription, from the date of death of a member, will be issued on receipt by MDDUS of written notification from the personal representatives of the deceased member. If a claim arising from an incident during a deceased member's membership is intimated to that member's personal representatives, MDDUS will provide access to indemnity in respect of that claim to the member's personal representatives to the same extent as if the member was still alive.

Part 5 – Employment law support and indemnity

MDDUS provides assistance, advice and representation (together “employer support”) and, when selected, access to indemnity (“employer indemnity”) to members of MDDUS and relevant partnerships (as defined) who are employers, on terms and conditions which are set out in full on the MDDUS website. [Click here](#) for full details.

Part 6 – General

This Membership Agreement may be altered, amended or replaced at the sole discretion of MDDUS. Any alteration, amendment or replacement of this Membership Agreement will be posted on the MDDUS website (www.mddus.com) and shall be effective from the date specified or, if no effective date is specified, from the thirtieth day after the posting.

Confidentiality

MDDUS regards all of its dealings with its members as strictly confidential and MDDUS takes the privacy of members seriously. MDDUS may collect and hold personal information about members in both paper and electronic form for the purpose of providing members with membership services. MDDUS's use of personal information shall at all times be in accordance with the terms of the MDDUS Privacy Policy. By joining or renewing your membership of MDDUS, you are accepting that you have read and understood the terms of the MDDUS Privacy Policy.

The Articles of Association and discretionary basis of membership benefits

MDDUS is not an insurance company. All benefits of membership of MDDUS are discretionary as set out in the Articles of Association. MDDUS is incorporated under the Companies Act as a company limited by guarantee. This Membership Agreement should be read subject to the Articles of Association of MDDUS. MDDUS has in terms of its Articles of Association two categories of member, namely voting members and associate members. The rights of each of these groups are set out in the Articles of Association to which members are referred for their full scope and effect.

Fairness

MDDUS staff are required to treat all members of MDDUS fairly and to display politeness, tolerance and respect at all times. As an employer MDDUS has a similar duty to ensure all MDDUS staff are treated in the same way. No one should be expected to endure offensive, intimidating or aggressive behaviour, and MDDUS will therefore not accept any verbal or written abuse directed towards its staff, and sanctions will be taken, where appropriate, which could result in termination of membership of MDDUS.

Quality of service

MDDUS prides itself in being an organisation that delivers a high quality service to its members. As such MDDUS is always eager to hear whether contacts with and the service to members has been satisfactory or not. In particular MDDUS is interested to hear when service to members has been problematic or has caused a member to think of making a complaint to or

about MDDUS, for instance about the way and perhaps the manner in which the member has been dealt with by MDDUS. MDDUS welcomes such comments in the expectation that they will assist in improving MDDUS's service and provide a useful learning mechanism.

Whatever the nature of the complaint, MDDUS will endeavour to acknowledge that complaint within two business days and give an indication as to when the member might expect a full response. All responses will be in writing.

Complaints by a member about MDDUS service will be directed to the department concerned and responded to. MDDUS will seek to acknowledge receipt of a complaint within two working days, and to investigate and respond to the complaint within 20 working days.

MDDUS treats all comments, complimentary or critically, as a valuable source of information to help MDDUS maintain and improve the quality of MDDUS's service.

Making a complaint will not prejudice or affect a member's right to continuing advice or support.

There is a right of appeal to the Chief Executive Officer in the event of dissatisfaction by the member with any response.

If you feel that you have either a comment or a complaint to make about the service you have received from MDDUS, please contact our Administration Supervisor on 0333 043 4444 or by email (customerservices@mddus.com) quoting your membership number.

Please give as much detail as possible about the matter in order to allow MDDUS to carry out a full investigation. This procedure is exclusively for the use of MDDUS members.

Good Samaritan acts

Good Samaritan acts encompass the provision of medical and dental services in emergency situations, which are outside the scope of an individual's normal contractual obligations or clinical practice. When members assist in these circumstances, they would not normally be expected to charge for their

services. MDDUS offers indemnity against any claims arising out of Good Samaritan acts anywhere in the world which are not covered by any other indemnity or insurance arrangement.

Governing law

The relationship between members and MDDUS is governed by Scots law and, subject to any arbitration, the Scottish Courts shall have jurisdiction.

Agreed by the Board on 8 February, 2019

<ADDENDA>

Practice of medicine, dentistry or allied professions - explanatory note

Membership of MDDUS is intended to offer a range of benefits including assistance, advice, representation and access to indemnity for circumstances that arise out of the practice of medicine, dentistry or an allied health profession.

The specific benefits available to members will depend on the grade of membership and the type of work undertaken. Members are encouraged to read the additional detail set out in the relevant “Notes on Membership Categories” documentation that is provided alongside their certificate and to seek specific guidance as required. It is important to note that, in general, it is unlikely that MDDUS support would be provided where matters are entirely unrelated to the practice, studying or teaching of medicine, dentistry or an allied profession.

We recognise that matters can be complex and that it may not always be clear whether a member’s conduct arises from the practice of the member’s profession. As a result, each case is considered very carefully by MDDUS on its own merits.

In very general terms, the following are examples of the type of activity that might, in whole or part, constitute the practice of medicine, dentistry or an allied health profession:

- Provision of advice, care or management of treatment to patients
- Medical/dental/clinical management or leadership
- Medical/dental/clinical education
- Medical/dental/clinical research
- Non-clinical roles that require a health professional to be registered with a professional regulator
- The roles of appraisers and responsible officers
- The provision of advice and expert opinion on cases of a medical, dental or other clinical nature
- Study as a medical or dental student, or practice as a doctor or dentist in training.

This list is not exhaustive and simply serves to provide examples of the type of conduct that might constitute the practice of medicine, dentistry or an allied health profession.

Joint and several, and vicarious liability - explanatory note

Joint and several liability

Individual membership of MDDUS does not provide access to indemnity for a member's liability in respect of his or her partners in a business, including general medical and dental partnerships.

Vicarious liability

If you employ or engage staff, the courts may hold you vicariously liable for the negligence of those individuals. The law surrounding this principle is complex, and is still evolving. MDDUS is able to provide access to indemnity for most groups of staff, but this is not always automatic and there may be additional subscriptions due. It is very important for all members who employ or engage staff to be clear on the extent of support offered by MDDUS. Please see the notes below:

General practitioner (GP) partners

Administrative and basic clinical roles

Staff members working within the course of their employment in a role included within the below list will fall within the scope of protection normally offered by GP partners' membership of MDDUS. Access to indemnity is given through the vicarious liability of MDDUS GP partners. Benefits provided by MDDUS will be proportionate to a head count of members amongst the partners within the practice.

- Healthcare assistants
- Phlebotomists
- Practice nurses (excluding nurse prescribers, nurse practitioners or others undertaking advanced roles – please see below)
- Dispensing staff (excluding pharmacists)
- Other non-clinical administrative staff.

Other staff

MDDUS would not expect to offer indemnity for claims arising from a member's vicarious liability for staff undertaking clinical roles who do not fall within the above list.

Medically qualified staff, including salaried doctors and locums, are able to join MDDUS in their own right, as individual members. Physician associates are also able to join as individual members.

Consultants

Within this category of member, MDDUS is able to offer indemnity for administrative staff acting in the course of their employment to provide direct support for your personal private practice only. If you employ clinical staff such as HCAs and nurses, through a private arrangement, MDDUS may be willing to extend the benefits of your membership to include indemnity for liability that you might incur as a result. This is not automatic and there may be additional subscriptions due, depending on the nature of the roles undertaken – please contact our membership team if this applies to you. In some cases employed staff will have the opportunity to gain appropriate indemnity through their own professional organisations and this of course should continue to be encouraged.

Other doctors

MDDUS subscriptions for doctors other than consultants and general practitioner partners do not generally include access to indemnity for vicarious liability in respect of employed or engaged staff.

General dental practitioner (GDP) principals/ partners

Administrative and basic clinical roles

Staff members working within the course of their employment in a role included within the below list will fall within the scope of protection offered by GDP principals' membership of MDDUS. Indemnity is given through the vicarious liability of MDDUS GDP principals and where relevant, payments

made by MDDUS will be proportionate to a head count amongst the principals/ partners within a practice.

- Dental nurses
- Hygienists and therapists
- Other non-clinical administrative staff.

Please note that MDDUS does not expect to provide access to indemnity for dental nurses, hygienists, therapists or other non-dentists in respect of cosmetic medical procedures such as Botox and fillers.

Other clinical staff

MDDUS would not expect to indemnify claims arising from a member's vicarious liability for staff undertaking clinical roles within the practice and who do not fall within the above list. Dentally qualified staff, including associate dentists, employed dentists, assistants and locums, are able to join MDDUS in their own right as individual members.

Other dentists

MDDUS subscriptions for dentists other than GDP principals do not generally include access to indemnity for vicarious liability.

Allied health professionals

MDDUS subscriptions for allied health professionals do not generally include access to indemnity for vicarious liability.

General

Members are reminded that all assistance is granted subject to the terms of the Articles of Association.

There may be vicarious liability for a type of claim which does not fall within the scope of MDDUS membership.

Members should ensure that those who are outside the scope of protection offered by MDDUS are required to produce evidence of adequate and appropriate indemnity arrangement being in place before commencement of employment or engagement.

Category 1 and 2 work - explanatory note

In the case of doctors and dentists or related allied health professionals indemnified by others [other than those who have access to discretionary indemnity provided by the Secretary of State for Health and Social Care under the \[NAME OF SCHEME\] who should click here for more information](#), for example hospital doctors working exclusively in the NHS and hospital, community and salaried dental practitioners, MDDUS membership provides assistance, advice, representation (including legal representation) and access to indemnity in respect of your legal liability to meet claims made against you arising out of your professional practice for work undertaken by you which is **not** designated as Category 1 work and which falls outside the duties specified in the NHS Contract of Service. Such work is designated as Category 2 work and examples include medical examinations undertaken on behalf of life assurance companies. Claims arising out of your professional practice in respect of such work are not covered by the NHS indemnity scheme.

Further explanation of Category 1 and Category 2 is as follows.

Those working in the NHS are indemnified by the NHS in respect of claims arising from clinical acts or omissions for Category 1 work. The full definitions of Category 1 and Category 2 work are set out in the Hospital Medical and Dental Staff Terms and Conditions of Service, but in essence work related to the diagnosis, treatment and prevention of illness of an NHS patient and which forms part of the contractual duties of the doctor or dentist for which he or she is not permitted to seek payment from the patient is designated

Category 1 work. Work that falls outside the duties specified in the NHS Contract of Service is designated as Category 2 work. Examples include medical examinations undertaken on behalf of life assurance companies; clinical acts or omissions in respect of such work are not covered by the NHS Indemnity Scheme.

Work for professional football clubs - explanatory note

Professional football club employees

MDDUS does not provide indemnity for members who are employees of clubs in the English Premiership, Championship or Scottish Premier Football leagues.

Doctors providing care to elite or professional athletes

MDDUS membership is designed to provide access to indemnity for your treatment of patients. Where members work with elite or professional athletes, they are able to seek our assistance in respect of claims brought by those athletes. However, we would be unlikely to indemnify a claim brought in respect of the losses of an employing club, sponsor, agent or other third party. We advise members to ensure that any contract limits or excludes such personal liability as far as possible.

Personal conduct - explanatory note

The intention of MDDUS is to provide access to support and indemnity for circumstances that arise out of the practice of medicine, dentistry or an allied health profession. We will normally provide assistance with matters referred to the GMC, GDC or other relevant clinical professional regulator.

However, where allegations are made in a different forum (for example, an employer's disciplinary process, or criminal investigation), we will look to establish whether such allegations arise from your professional practice. Each

case is considered carefully but matters that have no connection at all with the practice of medicine, dentistry or an allied health profession are more than likely to fall outside the scope of your membership. The following examples are likely to fall **outside** the scope of protection:

- Allegations of fraud or theft
- Research fraud
- Acts of indecency
- Assault including sexual assault
- Complaints concerning working relationships with colleagues
- Charges, allegations and offences relating to driving whilst under the influence of alcohol, drugs or other substances
- Charges, allegations and offences in connection with possession of illegal drugs
- Criminal charges, allegations and offences not directly connected with the provision of care to patients.

This list is not exhaustive and simply serves to provide examples of the type of personal conduct for which MDDUS will not normally offer assistance. Where there is any doubt a member is advised to telephone as even where the matter is not within the scope of the member's membership of MDDUS, initial "first aid" advice may be offered.

Each case will be considered on its own facts and special circumstances may be favourably considered.

MDDUS application form - explanatory notes

Please note that an application for membership cannot be submitted more than 60 days before the date from which membership is to commence.

GPs

- **Out-of-hours.** MDDUS classifies out-of-hours or extended hours sessions as work carried out for an out-of-hours provider or urgent care centre, between the hours of 8pm-8am and at weekends. This is in line with GMC guidance, which states that out-of-hours is classified as “Work carried out during anti-social hours”.
- **GPs working outside NHS primary care setting.** The MDDUS standard GP subscription will not include cover for GP work performed outside an NHS primary care setting, such as a private clinic, private travel clinic, private walk-in centre, forensic/police physician work or private sports medicine, including treatment of athletes and players.
- **Botox and other non-permanent fillers.** Please note a supplementary subscription may apply for those members providing such treatments.
- **GP locums.** MDDUS recognises that GP locums may be subject to a fluctuating work pattern if they do not hold a fixed contract. We therefore allow GP locums to average the number of sessions worked on a quarterly basis (13 weeks). For example, if a GP locum worked a total of 65 sessions over 13 weeks, this would equate to five sessions per week and therefore the 4.6-6.9 session rate would be required for that quarter. Cover can be changed on a quarterly basis as required, to ensure adequate and appropriate indemnity is in place.
- **Annual leave.** Please note that those GPs with fixed contracts, such as GP partners or salaried GPs, should base their subscription on the number of weekly sessions they are contracted for. MDDUS does not permit the deduction of annual leave when calculating subscriptions.
- **Discount Practice Scheme.** MDDUS offers a discount for practices where at least 50 per cent of the GPs are in membership with MDDUS and

the practice has signed up to an MDDUS Discount Practice Scheme. Further details, including an application form, are available at www.mddus.com.

- **Sessions.** MDDUS classifies a session as a half-day, which is normally a morning or an afternoon and should last no longer than five hours. Likewise, those working in the evening or overnight should classify sessions in blocks of five hours. For example, midnight to 8am should be classified as two sessions.
- **Zero sessions.** A rate exists for those GPs who may not be practising but remain as a partner in the practice. This provides discretionary cover for any professional liability as a partner, in the event of a professional claim against the entire partnership, for example a system error, even if the partner is not clinically active in the practice at that time. This membership grade is normally applied for by GP partners on sick leave, maternity/paternity leave or similar.
- **First year GP rates.** Please note a reduced subscription applies for those members taking up their first post in general practice after completing vocational training.
- **Medico-legal report writing.** Please note separate rates exist for those members involved in expert report writing.

NHS hospital doctors performing private practice

- **NHS substantive contract.** Applicants who work as private specialists or consultants are usually expected to hold, or to have recently held, a substantive NHS consultant post in the same specialty.
- **Private practice earnings.** In order to determine correct individual subscription rates, members must estimate their gross earnings from private practice for the coming subscription year. Members should monitor gross private earnings as their subscription year progresses and should notify MDDUS if significant variance appears likely. Gross earnings

include, but are not limited to fees, salaries, bonus payments and dividends before the deduction of any expenditure. MDDUS reserves the right at any time to require evidence relating to private practice earnings and carries out periodic audits of members' private practice earnings or verification of sessions worked. Falsifying or failing to provide full details of private practice earnings may affect the benefits of membership or result in the withdrawal of indemnity or the services provided by MDDUS.

- **Company earnings.** The earnings figure you use to calculate the correct subscription level should be your gross private earnings from the practice of medicine, however delivered. In the event that you have formed a company for accounting or other purposes, the relevant figure is the gross income to that company in relation to your practice of medicine.

GDPs

- **Sessions.** MDDUS classifies a session as a half-day, which is normally a morning or an afternoon and should last no longer than five hours. Those working different shift patterns should classify sessions in blocks of five hours.
- **Botox and other non-permanent fillers.** A supplementary subscription may apply for those members providing such treatments. Please note this cover is restricted to dentists who have been graduated for more than four years.
- **Dental implants and/or sinus lifts.** Please note separate subscription rates exist for those dentists placing dental implants and associated local bone harvesting/augmentation procedures and all aspects of intra-oral surgery including sinus lifts and sinus surgery.
- **Zero sessions.** A rate exists for those GDPs who may not be practising but remain as a partner in the practice. This provides discretionary cover for professional liability as a partner, in the event of a professional claim

against the entire partnership, for example a system error, even the partner is not clinically active in the practice at that time. This cover is normally applied for GDP partners on sick leave, maternity/paternity leave or similar.

- **Annual leave.** Please note that those GDPs with fixed contracts, such as GDP partners, principals or salaried GDPs, should base their subscription on the number of weekly sessions they are contracted for. MDDUS does not permit the deduction of annual leave when calculating subscriptions.

Contact

Please contact Membership Services on 0333 043 0000 for further details on any of the matters above.

Deferral of membership benefits - explanatory note

Retired or deferred status is granted to members who have retired from practice or are not working as a doctor, dentist or allied health professional for a period of three months or more.

A condition of this benefit is that membership of MDDUS has been in place for a minimum period of one year prior to the application for retired or deferred cover. Additionally, the furthest we can backdate this cover is three months from the date we were first contacted about this cover.

This cover is provided free of charge and offers cover for worldwide Good Samaritan acts only. Under the terms and conditions of retired/deferred cover, doctors and dentists should not be working in any medical or dental capacity whilst on retired or deferred cover.

Any liability arising from partnership arrangements will not be covered through this cover and members who wish to retain cover for such actions should contact the Membership Services Department.

Upon application for deferred cover, there is an option to intimate a return to work date. This will allow us to make contact with applicants in advance of their return to work, enabling them to reinstate active cover. If this section is left blank or the applicant returns to work earlier than anticipated, it is vital an application to reinstate active cover is received by MDDUS at least 15 working days before the return to practice date, to ensure adequate and appropriate indemnity is in place.

An application form for restoration of cover, which will be subject to approval and re-underwriting, is available on the MDDUS website (www.mddus.com).

Retired/deferred status confers no right to be restored to the full benefits of membership of MDDUS.

Doctors or dentists who plan to return to practice for a short period of time are able to apply for short-term cover, which is offered for a minimum of four weeks at a time and providing this is applied for on no more than three occasions in any 12-month period, up to a maximum of 90 days in total in any 12-month period.

In the rare event of retired/deferred cover being terminated, MDDUS will provide no less than six months' notice to you.

Employment law support and indemnity - explanatory notes

MDDUS provides assistance, advice and representation (together “employer support”) and access to indemnity (“employer indemnity”) to members of MDDUS and relevant partnerships (as defined) who are employers, on terms and conditions set out in full below:

- The “employer support and employer indemnity” covers legal liabilities, duties and obligations incurred by a member of MDDUS (or by a relevant partnership) as an employer, in the ordinary and usual course of practice of medicine or dentistry to any former or current employee of that member or relevant partnership.

- If you carry on your practice of medicine or dentistry as a sole practitioner then you, and if you carry on your practice of medicine or dentistry in partnership then you and each other partner in the partnership, must (a) be a member of MDDUS and (b) have subscribed to the “employer support and employer indemnity” (a partnership which meets this condition being a "relevant partnership").
- The liability of MDDUS to any practice (whether the employer is a sole practitioner or a relevant partnership) in respect of the employer support and employer indemnity in any subscription year is capped at £250,000 in aggregate. Subject to that aggregate financial cap on the “employer support and employer indemnity” no excess applies to the employer support and/or the employer indemnity.
- “Employer support and employer indemnity” will not cover or extend to any liability which arises out of a circumstance which occurred, or out of a series of circumstances which commenced, prior to MDDUS agreeing to provide the “employer support and employer indemnity” to the employer, and will not extend to any liability which arises out of a circumstance which occurred, or out of a series of circumstances which commenced, after the employer ceased to be entitled to the “employer support and the employer indemnity”. This means MDDUS will only support you in respect of problems that arise whilst you have a subscription to this product.
- The employer indemnity will not be available in respect of any circumstance or liability arising out of matters such as:
 - any change in the terms and conditions of employment of any employee;
 - or
 - the disciplining of any employee; or
 - the termination of the employment for any reason of any employee; or
 - any other act or any failure to act, or any error or omission, in respect of any employee unless the employer of that employee has both (1) before changing the terms and conditions of employment or disciplining the employee or terminating the employment or otherwise acting or failing to act in respect of the employee, and before taking any steps to change the

terms and conditions of employment, discipline the employee, terminate the employment or act or not to act, obtained advice (from an adviser nominated by MDDUS to give employment advice to that employer) that the employer is entitled lawfully to make the change and/or lawfully to discipline the employee and/or lawfully and fairly to terminate the employment and/or otherwise lawfully to act or fail to act in respect of the employee and (2) in making the change, taking the disciplinary action, terminating the employment or otherwise acting or failing to act, acted upon, followed and implemented that advice.

- The employer indemnity does not cover:
 - any remuneration (including any salary, wages, bonus, holiday pay, benefit in kind, pension contribution or pension payment), PAYE, income tax (whether payable by employer or employee) or national insurance contribution (whether payable by employer or employee)
 - any sick pay or any holiday pay
 - any redundancy payment (whether statutory, contractual, discretionary or otherwise)
 - any payment in lieu of notice
 - any interest, penalties or other charge in respect of the failure to make any payment on the due date
 - any liability in respect of the death of, or any actual or alleged injury to, any employee
 - a claim brought in the civil courts for personal injury claims, interdict or injunction and any claim for breach of statutory duty save those arising in connection with the employment relationship
 - any claim in the criminal courts
 - consequential loss and any liability for consequential loss
 - any settlement, compromise or other payment unless the amount and terms of the payment have been approved by or on behalf of MDDUS
 - any liability which an employer deliberately, knowingly or recklessly incurs.

- MDDUS may, at its discretion, reduce or cancel the “employer support and employer indemnity” provided by MDDUS to any employer if MDDUS is

not satisfied that that employer has followed and is continuing to follow good employment practice.

- The “employer support and employer indemnity” will not cover or extend to any liability in respect of an employee or potential employee who is a Voting Member of MDDUS (as defined in the Articles of Association of MDDUS) or who is a doctor or dentist.
- MDDUS may at its discretion extend the employer indemnity, or waive any condition or limitation on the employer indemnity, provided by MDDUS to any employer.
- The employer must seek the advice of an advisor nominated by MDDUS as soon as reasonably practicable after the employer becomes aware of a relevant claim or potential relevant claim. An employer must act upon, follow and implement the advice of that advisor as to how to mitigate, resist, challenge, defend, arbitrate, mediate and/or settle the claim.

Secretary of State for Health and Social Care indemnity - explanatory notes

With effect from [6 April 2020] the Secretary of State for Health and Social Care (DHSC) has assumed responsibility under the [NAME OF SCHEME] for providing access to discretionary indemnity to any members or former members of MDDUS who, during their membership of MDDUS, undertook In-Scope Activities and to whom MDDUS may provide In-Scope Benefits. On the same date MDDUS' obligations to provide such access to indemnity ceased.

In-Scope Activities are, in summary, certain acts or omissions (whether alleged or proven) by a member or former member of MDDUS in general practice that resulted or were alleged to have resulted, in harm or loss to a patient and occurred prior to 00.01 a.m. on 1 April 2019, where those acts or omissions occurred, or were alleged to have occurred, in connection with the diagnosis, care or treatment of a patient for the purposes of providing:

- primary medical services as part of the NHS for England; or
- other services connected with the delivery of primary medical services as part of the NHS for England; or
- any other NHS services in England provided by general practice by or for a provider whose principal activity on the date of the relevant act was to provide NHS primary medical services.

In-Scope Benefits are, in summary, the discretionary membership benefits which are provided by MDDUS pursuant to which MDDUS may, at the request of a member or former member provide assistance or indemnity to that in respect of any claims, losses, damages, costs, charges or expenses, which arise from their In-Scope Activities.

The discretionary benefits and categories of indemnity provided by MDDUS, which are set out in Appendix 1, do not fall within the definition of In-Scope Benefits and will not therefore be provided by DHSC under the ELS.

DHSC has also, through its appointed operator, [NAME OF OPERATOR] assumed responsibility for providing access to the administering and handling

of claims that arise (or which as of [6 April 2020] had arisen) in relation to the In-Scope Activities of a member or former member during their membership of MDDUS.

The discretionary benefits and categories of indemnity provided by MDDUS, which are set out below will not be provided by DHSC under the [NAME OF SCHEME]:

- indemnity for private clinical work within the United Kingdom;
- indemnity to GPs for non-NHS work undertaken to practice registered patients not covered by primary care NHS contracts - General Medical Services, Personal Medical Services and Alternative Provider Medical Services;
- indemnity for non-NHS work undertaken by employed practice staff for non-NHS work undertaken to practice registered patients not covered by primary care NHS contracts - General Medical Services, Personal Medical Services and Alternative Provider Medical Services;
- indemnity for GP work undertaken or services provided outside of England and Wales but within the United Kingdom;
- indemnity for writing insurance reports;
- indemnity for travel vaccination clinics;
- indemnity for worldwide Good Samaritan Acts;
- 24 hours a day/seven days a week access to medico-legal advice;
- assistance with patient complaints;
- assistance with disciplinary matters;
- advice and assistance with General Medical Council investigations, including representation at Medical Practitioners Tribunal Service hearings;

- [advice and assistance with NHS England investigations including Performance Advisory Group and Performers List Decision Making Panel hearings;](#)
- [support with ombudsman investigations;](#)
- [assistance with drafting reports for the coroner and representation at inquests;](#)
- [assistance with HR and employment law issues;](#)
- [access to a range of medico-legal publications, on and offline; and](#)
- [discounted risk management and related training.](#)

[MDDUS will, through its General Practice Protection product, continue to provide you with access to the above discretionary benefits in relation to incidents arising before 1 April 2019.](#)

[If any member or former member of MDDUS undertook In-Scope Activities while a member of a medical defence organisation other than MDDUS, then any clinical negligence liabilities arising in relation to those In-Scope Activities will not be covered by the arrangements agreed between MDDUS and DHSC.](#)

[For more detailed information on the arrangements MDDUS agreed with DHSC in relation to the \[NAME OF SCHEME\] and to view a copy of the Companies Act 2006 scheme of arrangement which facilitated the assumption by DHSC of the responsibility to provide access to discretionary indemnity and claims handling assistance under the \[NAME OF SCHEME\] please click here.](#)