



UK medical membership for individuals

Statement of benefits

Company	Medical Protection
Product	Occurrence-based medical malpractice indemnity

Medical Protection is a trading name of The Medical Protection Society Limited (MPS). MPS is a company limited by guarantee and registered in England with company number 00036142 at Level 19, The Shard, 32 London Bridge Street, London, SE1 9SG. MPS is not an insurance company. All the benefits of MPS membership are discretionary, as set out in the Memorandum and Articles of Association. MPS® and Medical Protection® are registered trademarks.

This document contains a summary of the key features and limitations of occurrence-based discretionary membership with Medical Protection. Your membership documents will detail the benefits available to you, and you should check these for any endorsements that change the scope of protection provided.

Why do I need indemnity?



Regulated healthcare professionals are required by law to have appropriate indemnity or insurance in place before they practise in the UK. This legal requirement is to ensure patients will be adequately compensated if they suffer harm due to medical negligence when seeking legal recourse. In turn, indemnity or insurance protects you as a registered professional.

If you work for a National Health Service (NHS) or Health and Social Care (HSC) body, your organisation will receive indemnity through a clinical negligence scheme. This may also apply if you locum for an NHS or HSC body. It is recommended you seek clarification from your employing organisation to understand whether state / employer indemnity applies to your particular role. State indemnity only covers clinical negligence claims and vicarious liabilities arising from NHS / HSC work (excluding Good Samaritan acts that are not considered part of the healthcare practitioner's work for the employing body).

If you carry out any private or independent practice, it is important to have suitable indemnity or insurance in place (even if you work within NHS or HSC body premises). This applies even if the work you do is in addition to that carried out for an NHS or HSC body.

The General Medical Council (GMC) requires you to have insurance or indemnity arrangements in place covering the full scope of your medical practice in the UK, so you should consider arranging separate clinical negligence indemnity or insurance for the following:

- Clinical work you do that is outside the scope of NHS / HSC indemnity schemes or arrangements.
- Personal regulatory and medicolegal support and advice.



What does Medical Protection offer?



Medical Protection offers discretionary indemnity and not insurance. Medical Protection membership provides you with occurrence-based indemnity for clinical negligence arising from your clinical practice.

Occurrence-based indemnity means you can ask for assistance with a claim and other matters relating to your clinical practice that arise during your membership, regardless of when the claim is notified or whether you are still a member.

This membership type is only available to individual healthcare practitioners and not students, corporate entities or limited liability partnerships.

What does 'discretionary' indemnity mean for you?



We are dedicated to treating members fairly and placing them at the heart of everything we do.

All the benefits of membership are discretionary, as set out in our Memorandum and Articles of Association (available on request and at medicalprotection.org). Among these benefits is the right to ask for assistance with a range of medicolegal issues, including indemnity for clinical negligence claims. As a mutual society we are owned by our members, so our starting point is always to see how we can help.

When determining whether or not to provide a member with assistance, or the scope of any assistance that can be offered, we ensure that the circumstances of the member's case are considered on an individual basis by appropriately qualified advisers, who are trained in medicolegal matters.

These advisers will exercise their good judgment, on the basis of their experience and knowledge of modern practice, and in line with our established procedures to ensure due process is followed, to decide whether or not we should assist in each particular circumstance. We will never exercise our discretion in an arbitrary and irrational way.

What does Medical Protection indemnity provide?



Membership benefits differ depending on the UK country of practice and whether work is carried out in Primary or Secondary Care settings. All requests for assistance are considered on their individual circumstances, declared scope of practice and membership in place at the time.

Your membership is designed to provide tailored protection for your individual personal practice. This can include assistance with clinical negligence claims made against you due to the work of up to two directly supervised non-autonomous healthcare professionals (who are not required by law to have their own individual protection) and your administration staff.

Membership benefits that apply to Primary Care (except for General Practice in **England and Wales**) and Secondary Care are summarised below, however, you should also read your membership documents to check which apply to you:

Representation for:

- ✓ Regulatory matters
- ✓ Disciplinary procedures
- ✓ Criminal investigations arising from clinical practice
- ✓ Coroners' inquests / fatal accident inquiries

Support with:

- ✓ Medicolegal advice (emergency helpline available 24/7)
- ✓ Complaints handling
- ✓ Unwanted media attention
- ✓ Access to confidential mental health crisis support
- ✓ Professional development (for example, online learning, webinars and online resources)

Indemnity for clinical negligence arising from:

- ✓ Good Samaritan acts (worldwide)
- ✓ Some fee-paying work (for example, medicolegal reports)
- ✓ Private Practice / non-NHS work
- ✓ Defamation cases
- ✓ Voluntary, humanitarian or charity work (with prior approval)



For General Practice in **England and Wales**, we offer two types of membership: - **Professional Protection** and **Claims Protection**. If your work includes services provided outside an NHS primary medical services contract, it is considered out-of-scope of state / employer indemnity so you should add Claims Protection to your membership for assistance from Medical Protection for clinical negligence claims arising from this work:

Professional Protection

Representation for:

- ✓ Regulatory matters
- ✓ Disciplinary procedures
- ✓ Criminal investigations arising from clinical practice
- ✓ Coroners' inquests / fatal accident inquiries

Support with:

- ✓ Medicolegal advice (emergency helpline available 24/7)
- ✓ Complaints handling
- ✓ Unwanted media attention
- ✓ Access to confidential mental health crisis support
- ✓ Professional development (for example, online learning, webinars and online resources)

Indemnity for clinical negligence arising from:

- ✓ Good Samaritan acts (worldwide)

Claims Protection

Indemnity for clinical negligence arising from:

- ✓ Work undertaken in GP practices for which a fee is charged (for example, medical reports, medical certificates, travel services)
- ✓ Private work you do outside of an NHS primary medical services contract that is out-of-scope of state indemnity schemes
- ✓ Good Samaritan acts (worldwide)
- ✓ Defamation cases
- ✓ Overseas voluntary work (with prior approval)

Please tell us if you do any non-NHS work outside of England and Wales, so we can discuss putting additional protection in place for you.



What is not indemnified?



We carefully consider each request for assistance on a discretionary basis, but there are some circumstances in which we are unlikely to help. The following list, while not exhaustive, are some examples of matters that we would be unlikely to assist with:

- × Circumstances or claims arising from any malpractice incident, negligent act, error, omission, breach or loss that occurred before the membership start date.
- × Matters related to deliberate, reckless or criminal acts.
- × Matters related to personal conduct unless brought before your professional regulator.
- × Assistance with research for academic projects.
- × Claims or vicarious liabilities that fall under the provisions of NHS indemnity or equivalent.
- × Assistance with criminal investigations or proceedings arising from non-professional practice for example, drink-driving offences, possession of drugs or assault.
- × Assistance with allegations of fraud.
- × Payment of fines or financial penalties.
- × Claims brought outside the UK (excluding Good Samaritan acts that are worldwide).
- × Matters that fall outside of healthcare indemnity, such as claims relating to property, including its damage or destruction or claims arising from cyber-attacks and / or cybersecurity breaches.
- × Claims arising from your vicarious / extended liability.
- × Matters of commercial interest such as partnership, employment or agency disputes (whether contractual or otherwise), or compensation claims.
- × Claims brought under the Data Protection or Equality Acts. We may use our discretion to assist where the claim arises from a clinical consultation.
- × Claims relating to making, distributing or selling any product or the use of any unsuitable or defective product (Product Liability).
- × Other matters which may not be in the wider interests of our members, for example, damages awarded in a claim for defamation against you or personal costs arising from your attendance at court, hearings or meetings with us about a case.

Are there any financial limitations to my membership?



Subject to assistance being confirmed, there are no financial limits on occurrence-based indemnity provided to individual medical professionals and no excesses apply. When we agree to take on a case, we can take care of all your legal costs as well as any payments for damages or costs ordered against you or agreed in the settlement of the claim.



Where am I indemnified?



UK Medical Protection membership is available to healthcare professionals practising in the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands and also provides protection for Good Samaritan acts worldwide.

Professional Protection and Claims Protection are provided for members working in England and Wales only, except for Good Samaritan acts that are worldwide. If you do any non-NHS work outside of England and Wales, please notify us to ensure additional protection is put in place.

What are my responsibilities as a member?



All the benefits of membership are discretionary and subject to you complying with the Memorandum and Articles of Association. You must:

- ! Be registered and / or licensed with the appropriate regulatory body to carry out the clinical duties you undertake, have appropriate training and experience, and be (or have been) working within the boundaries of your professional competence and scope of practice.
- ! Take reasonable steps to prevent accident or injury.
- ! Provide true, accurate and complete information when taking out, renewing or making changes to your membership to ensure that the protection provided is appropriate for the work you undertake.
- ! Pay the correct subscription rate to reflect your scope of practice on time.
- ! Check your membership documents and tell us in advance of any changes to your practice during your membership period including your role, hours or scope of practice to ensure that you are suitably protected.
- ! Let us know as soon as reasonably possible if your contact details change.
- ! Not have equivalent benefits available from Medical Protection with another medical defence organisation or an insurer without our agreement.

In the event of a case, complaint or claim you must:

- ! Notify us at the earliest opportunity of any matter where assistance may be required or that may lead to a claim.
- ! Comply with our reasonable requirements for case management (for example, attending conferences or meetings to provide information).
- ! Be honest and truthful in all dealings and behave in a reasonable manner towards our staff.
- ! Accept our choice of legal representation.
- ! Accept our advice and conduct of cases in all material matters (including case strategy and settlement).



- ! Co-operate fully with us and our representatives.
- ! Provide full and accurate information relevant to the case without delay and be truthful and act in good faith at all times.
- ! Not admit legal liability for a claim or settle a claim without our agreement. This does not restrict you from complying with your professional obligations relating to duty of candour and being transparent in the event of an adverse incident, or from providing an appropriate apology.

Any failure to disclose full and accurate details could result in us rejecting requests for assistance, declining or withdrawal of membership benefits and / or the cancellation or non-renewal of your membership

When and how do I pay?



You can choose to pay your membership subscription annually by card or Direct Debit or by monthly Direct Debit. No charges will be applied for paying in instalments.

When does my membership start and end?



Your membership starts on the date shown on your certificate of membership. Your membership will run for 12 months (there are exceptions, such as student membership). We will send you notice when your membership is approaching renewal. Before renewing, you should let us know of any changes to the information we hold about you and if paying annually, your subscription should be paid by the due date to ensure continuous membership.

Can I pause my membership?



You can apply for deferred membership if you are already a member and have temporarily stopped practising medicine due to a career break, maternity or paternity leave or long-term sickness.

As a deferred member with occurrence-based protection, you will not be required to pay a subscription and can still apply for assistance with any medicolegal problems arising from a Good Samaritan act and can continue to access our risk prevention and wellbeing support services.



Do I still need membership with Medical Protection if I retire?



If you decide to remain on the medical register for a period post-retirement you may wish to move into a retired deferred category of membership.

As a retired deferred member, you will not be required to pay a subscription, and you can continue to request assistance with any medicolegal problems arising from a Good Samaritan act and have access to our risk prevention and wellbeing support services. You can also reactivate your full membership should you decide to return to practice after a short period of time.

How do I cancel my membership?



- ! Medical Protection membership is on an annual basis (unless stated otherwise).
- ! You may cancel your membership by phone or in writing (email or post) within 30 days of the start of your current membership period.
- ! You can choose not to renew your membership by providing notice at any time before the end of your current membership period.