



# **Member Guide**

Individual Membership

August 2022



# 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 jurisdictions, 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 (the Articles) (available here: **[www.mddus.com/about-us/corporate-governance](http://www.mddus.com/about-us/corporate-governance)**);
- 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 MDDUS membership or renewing your 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 calling: **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 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)** non-clinical roles that require a health professional to be registered with a professional regulator;
- (f)** 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)** study as a medical or dental student, or practise as a doctor or dentist in training.

## 1.2.

This list is not exhaustive and simply serves to provide examples of the type of occupational 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.

We have a range of membership categories tailored to provide benefits to medical, dental and allied health professionals. These benefits include:

- (a)** access to expert advice, assistance and representation in respect of:
  - 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;

- (b)** advice and support with complaints from patients and their relatives;
- (c)** support and indemnity in respect of claims brought against you;
- (d)** if you are an employer, advice in respect of employee matters.

## **2.3.**

Your membership category is determined by the information you provided in your application form or subsequently. The benefits available to you and key exclusions are specified in the membership information sheet relevant to your membership category. It is important that you inform us of any changes to your practice to ensure that you have the right benefits available to you.

## **2.4.**

Individual members are either:

- (a)** voting members for the purpose of the Articles, who are entitled to receive notice of, attend and vote at general meetings of the members of MDDUS; or
- (b)** associate members for the purpose of the Articles, who are not entitled to receive notice of, attend or vote at general meetings of MDDUS.

Your category is stated on your membership certificate.

## **2.5.**

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 undertaking basic and administrative roles. For further information, please see your membership information sheet. MDDUS also offers membership options for corporate entities and discount schemes for practices where the majority of practitioners are individual members. Please see our website for more information.

## **2.6.**

If your status, roles or requirements change from those disclosed to 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. Changes to your membership benefits can be made during the year and up to one year following the end of each membership year. Please note that, depending on the change, we may require you to complete the application form again. We may also require additional documents, for example, proof of earnings or clinical activity.

## **2.7.**

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; or
- (b)** pursuant to any policy of insurance; or
- (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 General Medical Practice Indemnity), any other public authority or any health board, hospital trust or other employer's arrangements.

Further information about the above mentioned schemes and what benefits are provided under them can be found on our website at **[www.mddus.com/about-us](http://www.mddus.com/about-us)**.

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## 3. Your membership subscription

### 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 category and the optional additional benefits you require or are eligible to receive as part of your membership. Your membership category depends on the nature of your practice. Your subscription also depends on the location of your practice and your individual risk profile.

### 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 up to one year's subscription may be provided at MDDUS' discretion). If the change is earnings related, then proof of earnings will be required to calculate your subscription correctly.

### 3.3.

Once payment for your annual subscription is received, your membership is deemed to have commenced and cannot be cancelled until your next renewal. We do however 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 our membership department via [membership@mddus.com](mailto:membership@mddus.com) or on 0333 043 0000.

### 3.4.

It is a condition of receiving any membership benefit that you have paid your subscription then due. 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. If you wish to make payment via a different method, please contact the membership services department on **0333 043 0000**. Failure to maintain direct debit payments may result in this facility being withdrawn and membership benefits being withdrawn.

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## 4. Your obligations as a member

### 4.1.

It is important to be aware of your obligations as a member, as failure to adhere to them may mean you will not receive the benefits of your membership.

## **4.2.**

You must be registered with a clinical professional regulator (GMC, GDC, etc.) and must also hold a licence to practise where appropriate, other than where your professional role does not require a licence to practise. MDDUS must be notified and approve your membership if your professional role does not require a licence to practise. We may in our sole discretion decide not to continue your membership.

## **4.3.**

You must ensure that you are in the correct membership category 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.

## **4.4.**

You must ensure that you remain eligible for the benefits under your membership category 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)** any change in the nature or extent of work undertaken;
- (c)** any change in earnings;
- (d)** any parental leave you intend to take or when you return to work following parental leave; and/or
- (e)** any regulatory or disciplinary action that affects your right to practise your profession.

To notify us of any changes, please contact us using the contact details specified on our website at **[www.mddus.com/contact-us](http://www.mddus.com/contact-us)**

## **4.6.**

You must provide promptly such information in respect of 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.**

We may in our absolute discretion deny any and all benefits to a member who fails to comply with their obligations under this section 4.

## **4.9.**

If your membership is through a practice or corporate 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.

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## 5. Renewing your membership

### 5.1.

An annual membership renewal notice will be sent out by us 28 days before the date your current membership and benefits expires ('renewal date'), including the cost of the subscription to renew your membership for the next year. Before renewing your membership, you should consider your obligations under paragraph 4, in particular paragraph 4.5.

### 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 no payment is received by the renewal date, 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.

### 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 corporate membership in place with MDDUS, we are under no obligation to renew this agreement and we may, in our sole discretion and for any reason, decide not to renew your corporate membership. If we decide not to renew, you will be sent a notice 28 days before the renewal date of your corporate membership. Cover including the same or similar benefits would then need to be sourced with another insurance or defence organisation.

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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 have retired from practice or are not working for a period of three months or more, for example because of parental leave. In certain circumstances, MDDUS may also at its sole discretion put a member's membership on deferred status.

### 6.2.

Deferred members are associate members, meaning they are not entitled to receive notice of, attend or vote at a general meeting. The benefits of deferred membership are limited to indemnity for Good Samaritan acts. These benefits would cease if the deferred member either:

- (a) returns to clinical practice in the UK; or
- (b) joins 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.

## **6.3.**

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

## **6.4.**

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

## **6.5.**

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.

## **6.6.**

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 you return to work earlier than anticipated, you must submit an application to restore full benefits at least 15 working days before you return to work. This will enable us to ensure the adequate and appropriate benefits are available.

## **6.7.**

An application form for restoration of full membership benefits, which will be subject to approval, is available on our website ([www.mddus.com](http://www.mddus.com)).

## **6.8.**

Deferred members who plan to return to practice for a short period of time 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.

## **Parental leave**

## **6.9.**

If you notify us of your parental leave after the commencement or renewal of your annual membership, we will refund your subscription from and for the duration of your parental leave. We will also reimburse you for up to three months retrospectively if we are notified of the parental leave after its commencement. You will not be entitled to any benefits during or in respect of the period of your parental leave, other than in respect of Good Samaritan acts or as otherwise stated in your membership information sheet.

## **Sickness**

## **6.10.**

Where you suffer extended sickness (being a period of four or more consecutive weeks) during which period you are unable to work in your professional medical, dental or allied health role, we will provide you with a refund of the relevant proportion of your membership fee for that period. You should notify us promptly of any extended sick periods and we will provide up to three months retrospectively to the date of the commencement of your sickness. You will not be entitled to any benefits during or in respect of any extended sickness periods, other than in respect of Good Samaritan acts or as otherwise stated in your membership information sheet.



## Overseas

### 6.11.

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, other than in respect of Good Samaritan acts, humanitarian work and limited voluntary or expedition medicine (please see your membership information sheet).

## Enforced deferral

### 6.12.

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

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

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## 7. Requesting member benefits

### 7.1.

If you need our help, you must notify us promptly of the relevant circumstances and provide all relevant information.

### 7.2.

You must notify us as soon as reasonably practicable (and in any event within 30 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 operations
- (h)** Any notice or communication that you are an interested person in a coroner's inquest or 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.

## **7.3.**

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; and
- (c) cooperate fully in every respect with us and our legal advisers.

## **7.4.**

We may in our absolute discretion deny any and all benefits if you fail to provide us with all relevant supporting documentation, fail to assist us as we reasonably require and/or fail to accept our advice or that of our legal advisers.

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# **8. 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. 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:

## **Removal from membership**

### **8.1.**

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 unexpired term of the membership.

## **Death**

### **8.2.**

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.

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## 9. Our commitment to you

### Fairness

#### 9.1.

We treat all our members fairly and all our staff are required to display politeness, tolerance and respect at all times. Please see the fair treatment policy statement on our website [www.mddus.com/mdduspolicies/mddus-fair-treatment-policy-statement](http://www.mddus.com/mdduspolicies/mddus-fair-treatment-policy-statement).

### Confidentiality

#### 9.2.

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 [www.mddus.com/aboutus/corporate-governance/mdduspolicies/mddus-group-privacy-notice](http://www.mddus.com/aboutus/corporate-governance/mdduspolicies/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.

### Access to files

#### 9.3.

You have a right to access your personal data held by us in accordance with the MDDUS privacy notice. 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 will charge the full administrative costs of processing the request, including the review and redaction of third party information. We will respond to your request within eight weeks. Certain documents of MDDUS (for example, those containing legal advice) may be privileged or confidential and will not be disclosed to members.

### Quality of service

#### 9.4.

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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# 10. Complaints

## 10.1.

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.

## 10.2.

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 calling: **0333 043 4444**
- by post, addressed to: **Operations Supervisor MDDUS,  
206 St Vincent Street,  
Glasgow,  
G2 5SG.**

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# 11. General terms

## 11.1.

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.

## 11.2.

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.

## 11.3.

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



Agreed by Executive Directors (as  
delegated by the Board) on  
16.08.22