



Republic of Ireland 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 in England with company number 00036142 and with its principal place of business at Victoria House, 2 Victoria Place, Leeds LS11 5AE. Medical Protection serves and supports the medical members of MPS with access to the full range of benefits of membership, which are all discretionary, and set out in MPS’s Memorandum and Articles of Association. MPS is not an insurance company. Medical Protection® is a registered trademark of MPS. For information on MPS’s use of your personal data and your rights, please see our Privacy Notice on the website.

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?



Registration with the Irish Medical Council (IMC) is an annual obligation for doctors and they are required by law to have appropriate indemnity or insurance in place before they practise in the Republic of Ireland. Similarly, other regulated healthcare professionals are subject to responsibilities set out by their respective regulators (for example, the Health and Social Care Professionals Council (CORU) and Nursing and Midwifery Board of Ireland (NMBI)). This legal requirement is to ensure patients will be adequately compensated if they suffer harm due to clinical negligence when seeking legal recourse. In turn, indemnity or insurance protects you as a registered professional against claims arising in respect of medical malpractice, negligence and other civil claims that arise from a breach of duty associated with your clinical practice.

State indemnity for clinical claims is operated by the State Claims Agency (SCA) through the Clinical Indemnity Scheme (CIS) for services provided by registered medical practitioners and other healthcare professionals. The scheme does not cover General Practitioner services, except where such services are provided on behalf of a state authority covered by the CIS.



All General Practitioners should be registered on the GP Specialist division of the IMC and have their own personal indemnity protection to allow them to practice in General Practice. The IMC mandates that every practicing GP holds an individual €10 million limit of indemnity. It is only where a claim exceeds €10 million, the remainder will be managed by the State Claims Agency (SCA). Note this limit only applies to GPs. Each specialty has its own defined limit from the IMC and as such, you must abide by IMC mandates for all other specialties.

As a state-employed hospital Doctor or Consultant working in a Health Service Executive (HSE) hospital, you are covered by the CIS for clinical negligence claims arising from your practice in that hospital. This may also apply if you locum for an HSE 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 HSE 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, you must have suitable indemnity or insurance in place (even if you work within HSE body premises). This applies even if the work you do is in addition to that carried out for an HSE body.

In addition to having claims indemnity in place covering all areas of your practice in all settings in the Republic of Ireland, you should also consider additional protection that provides assistance with complaints, personal regulatory and medicolegal support / 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 (students have different membership options, for example). For the full range of membership types we offer, please refer to the relevant Statement of Benefits available at medicalprotection.org/ireland.

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/ireland). 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 or irrational way.

What does Medical Protection indemnity provide?



Membership benefits differ depending on whether work is private or independent practice or 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.

Membership benefits are summarised below, however, you should also read your membership documents to check which apply to you:

Indemnity for clinical negligence arising from:

- ✓ Primary Care: Delivery of GP services
- ✓ Secondary Care: Private or independent / HSE clinical practice that is out-of-scope of the CIS or equivalent
- ✓ Good Samaritan acts (worldwide)
- ✓ Voluntary, humanitarian or charity work (on request)

Representation for:

- ✓ Regulatory matters
- ✓ Disciplinary procedures
- ✓ Criminal allegations arising from clinical practice
- ✓ Coroners' inquests



Support with:

- ✓ Medicolegal advice (emergency helpline available 24/7)
 - ✓ Defamation cases (legal costs only)
 - ✓ Breach of confidentiality (directly related to clinical practice)
 - ✓ Complaints handling
 - ✓ Unwanted media attention
 - ✓ Access to confidential mental health crisis support
 - ✓ Professional development (for example, online learning, webinars and online resources)
 - ✓ Free access to GP Consult
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Your membership is designed to provide personalised protection for your individual practice however, there are exceptions:

As a Consultant with claims indemnity included in your membership, you can also seek assistance with clinical negligence claims arising from the actions of up to four full-time equivalent (FTE) staff, who support your individual practice and for whom you are vicariously liable. Of these, a maximum of two FTE can be clinical support staff that are not required by law to have their own individual indemnity, or for whom we do not offer a separate category of membership (such as nurses). The remaining FTE can be administrative non-clinical roles, such as a receptionist.

As a GP member with claims indemnity and Partner status included in your membership, you can also seek assistance with clinical negligence claims arising from the actions of up to two named Phlebotomists (recorded on your membership), along with any number of Healthcare Assistants, receptionists and administrators.

Should you work in both the Republic of Ireland and Northern Ireland, separate protection is required for each country. Please tell us if you do any work outside of the Republic of Ireland, 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:

- ✘ Any previous practice undertaken without an insurance or indemnity arrangement in place at the time.
- ✘ 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 HSE / CIS 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 country of membership (unless they arise from Good Samaritan acts which are protected worldwide or work elsewhere that has been declared and agreed by us).
- ✘ Matters arising from intentionally performing, supporting or encouraging female genital mutilation / female circumcision.
- ✘ Matters arising from the use of fully autonomous* Artificial Intelligence (AI) systems, tools or robotics.
- ✘ Matters arising from use of robotics where the clinician, robotic device and patient are not co-located.
- ✘ 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 liability (other than as described above).
- ✘ Matters of commercial interest such as partnership, employment or agency disputes (whether contractual or otherwise), or compensation claims.
- ✘ Claims brought under the Irish Data Protection or Equal Status 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.

**Fully autonomous means that a clinician does not maintain oversight or final decision-making authority. AI must support but not replace clinical professional judgement.*

Are there any financial limitations to my membership?



For General Practitioners on a capped indemnity product, the indemnity limit for each claim, and in the aggregate for all claims and other matters in the membership period is €10 million, including legal costs. No excess applies. Where a claim exceeds €10 million, the remainder will be managed by the SCA.

For Consultants, indemnity limits only apply to work undertaken in private hospitals listed and recognised by the IMC. As a Consultant on a capped indemnity product, the total amount we will pay for each claim or occurrence and the aggregate of all claims, legal costs and other matters paid under each membership period will not exceed the maximum limit of indemnity, as shown in your membership documents. No excess applies. Where a claim exceeds the indemnity limit, the remainder will be managed by the SCA.

For all other roles with occurrence-based membership, there are no financial limits or excesses.

When we agree to take on a case, we can take care of 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?



Republic of Ireland Medical Protection membership is available to healthcare professionals practising in the Republic of Ireland and also provides protection for Good Samaritan acts worldwide.

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.
- ! Ensure your membership subscription is paid on time and that this reflects your current scope of practice.
- ! 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 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. During your membership, you should let us know of any changes to the information we hold about you. We will send you notice when your membership is approaching renewal 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 dental 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 dentolegal 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.