

THEMIS Insurance

George Maughan

Director / Head of Client Relations



Insurance in Sonography

Why do you need insurance?

Clinical negligence claims
Regulatory protections
Expert Witness reports



Individual vs Corporate Insurance

Which one is appropriate?



Diagnostic vs non-diagnostic

Implications to your practice

THEMIS Risk Calculation

Individual

- Individual Experience
- Clinical Volume
- Live Claims Data

Corporate

- Live Claims Data
- Clinical Volume
- Staff (Employed, Contract, Sub-Contract) and the standards

Specific risk exposure to Sonography

- Why is my premium the same amount as a surgeons?
 - Claims frequency and severity
 - Current trends in Entertainment scanning
 - Risk Pooling



Indemnity do's and don'ts

Check Policy Conditions and Exclusions

Ensure level of cover is what you need

Compare the products you are looking for. Ask peers or brokers to provide a comparison.

Ask for a copy of the application that the premium is based on

Check policy wording has been received with the quotation

Real examples of responses

- **“Exclusion for acting outside the BMUS guidelines. Guidelines do change and if you had missed a change, the Themis policy could decline the claim;”** - BMUS guidelines are always fundamentally that, guidelines. The key test for any clinical negligence claim is whether your actions are supported by a reasonable body of peers. This is a clause that was integrated on sonography advice to ensure that clinicians again hold themselves to high standards, and so THEMIS protect our risk pool.
- **“Defence costs are applicable to excess. This is quite a significant advantage of the Corvelia policy but with Themis you would have to pay the excess just to defend a claim;”** - Completely dishonest, you have £0 excess and access to £5million.
- **“Ability to cancel policy/charge an additional premium midterm for failure to update insurer with “Material Information” – the definition of which is very broad and includes revenue, experience, etc.,”** - Clearly cherry picked as under p.8 we must have **imposed** an earnings limit, which we haven't on your policy. But in any case, if we were to have, it is subject to a 25% leeway to what is provided. I would be surprised if they didn't have this clause as it would be unwise to indemnify anyone for work not declared. Our scope of practice is intentionally kept as wide as possible. As you have marked that your clinical work mirrors your NHS experience, as long as your private work does not fall outside of this you will be covered.

Prospects of Success

4. **Claims defence** In the event of a **Claim**:
- | | |
|-------------------------------------|---|
| Control of defence | a. We can, but are not obliged to, take over the investigation, settlement and defence of any Claim , or anything that might reasonably be expected to result in a Claim ; |
| Disagreement over settlement amount | b. if You do not agree with Our proposal to settle a Claim , the most We will pay is the amount for which We reasonably believe the Claim could be settled on the date We consider settlement could be achieved. We will only pay Defence Costs up to that date; and |
| Reasonable prospects of defence | c. We cannot make You defend a Claim unless a Queen's Counsel or barrister of at least 15 years' call (whose appointment will be mutually agreed between You and Us and whose cost will be shared equally) advises there is at least a 50% chance of successfully defending the Claim . |



FAQs

- Can I have contractor cover me if I go on holiday?
- I'm told that I need to have other types of insurance products?
- If I'm not working, do I need to have cover in place?
- Do I need to notify you of any complaint or circumstance?

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- Come and speak to me to begin your application for THEMIS indemnity!

