

MAJIF

**MEDICAL ASSOCIATION OF JAMAICA
INSURANCE FUND**



**Information
&
Rule Booklet**

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INTRODUCTION



The Medical Association of Jamaica established an Insurance Fund (MAJIF) for specific categories of persons on July 1, 2002. This Information & Rule Booklet, among other things, sets out the scale and scope of the types of benefits.

1.1. DEFINITIONS

- a) “Actuary” means an expert in calculating insurance risks, premiums and reserves and who is a fellow of a professional organization of actuaries.
 - b) “Claim Incurred Basis” means that if the member was covered on the date on which the incident out of which the claim arose has occurred, the claim is valid.
 - c) “Consent” shall constitute both Informed Consent and Valid Consent.
 - “Informed Consent” means the interactive process through which a patient learns and understands, the purposes, benefits, method, alternatives and ALL potential risks, including death, as a result of medical and/or surgical intervention by their doctor.
- And
- “Valid Consent” means the patient or legal guardian must understand the treatment including risks (see informed consent) and give their permission in writing without coercion BEFORE it is carried out.
- d) “Council” means a panel of medical and other experts established by the MAJIF management board to determine the professional indemnity risk categories.
 - e) “Financial Year” means January 1 to December 31.
 - f) “Fund” means the Medical Association of Jamaica Insurance Fund (MAJIF).
 - g) “Insurance Year” means July 1 to June 30 of the following year.
 - h) “Locum tenens” means assistant to doctor or clinic.
 - i) “Medical Tourism” means patients who travel from their Country of origin or residence to another Country expressly for the purpose of medical care.
 - j) “Prudent Contingency Reserves” means carefully estimated funds set aside to meet unforeseen occurrences.
 - k) “Surplus Funds” means funds over and above that required to meet accrued liabilities as well as estimated unforeseen occurrences.
 - l) “Telemedicine” (also known as telehealth and eHealth) means the remote diagnosis and treatment of patients by means of telecommunications technology.

2. BOARD OF THE MAJIF

The MAJIF shall have a Board of Management consisting of:

- ◆ President of the MAJ
- ◆ President Elect of the MAJ
- ◆ Vice President of the MAJ
- ◆ Two (2) additional members of the MAJ named by the Council
- ◆ Three members from FIRM Insurance Brokers Limited
- ◆ One member of the public who is neither a member of the MAJ nor FIRM

The Board membership may be increased or altered from time to time provided that such increase or alteration is in the best interest of the Fund.

The Board of Management shall meet at least once per month.

3. ACTUARY

The MAJIF will, at all times, have an Actuary. The Board shall appoint an Actuary at or prior to the commencement of each insurance year.

The Board of Management of MAJIF on the advice of the Actuary seeks to ensure the viability of the fund.

4. SERVICES TO BE PROVIDED BY FIRM

The MAJIF shall be operated in the same manner as an insurance company. Hence all the usual functions of an insurance company shall be carried on by MAJIF.

FIRM Insurance Brokers Limited shall undertake these functions on behalf of the MAJIF.

5. BENEFITS UNDER THE MAJIF

The MAJIF is a mutual fund where all proceeds therefrom will be used for the benefit of its members.

All members must procure the Professional Indemnity Insurance cover under the Fund unless otherwise exempted by the Board of Management.

The benefits offered are:

a) PROFESSIONAL INDEMNITY INSURANCE

Partial or Full Indemnity (depending on limits of liability) provided by the MAJIF against legal fees incurred by a member and costs and damages which may be awarded against a member, including out of court settlements arising out of the practice of his profession.

The limits of liability will be reviewed every year. Members from Jamaica will have the limits of their cover and their premiums denominated in J\$.

MAJIF at its sole discretion may extend coverage to Caricom territories for a maximum of ninety (90) days out of the insurance year for members who have paid the appropriate extra premium.

Such members are required to inform FIRM Insurance Brokers Limited or Medical Association of Jamaica in writing for approval prior to each and every occasion when the extension is required. Such information should include territory, the duration of the extension and nature of business there.

- b) Advice and assistance in relation to matters affecting a Member's professional character or interests including, when appropriate, the initiation or defence of proceedings.
- c) Advice and assistance in connection with matters arising from the practice of a Member's profession, including matters of law and ethics and, when necessary, the assistance of The Fund's attorneys.
- d) Defence of proceedings taken against a deceased Member's estate in respect of a professional act or omission during the Member's lifetime.
- e) Paid subscriptions to the Medical Association Of Jamaica annually upon receipt of full payment of yearly premiums.
- f) MAJIF hosts Risk Management Seminars twice yearly. These seminars are free to members and each seminar provides a minimum of two (2) hours CME credits.

Consideration may be given to:

- a) Initiation or defence of proceedings involving questions of professional principle affecting the general membership.
- b) Defence of proceedings brought in respect of an act or omission by a Member's partner, Assistant or Locum Tenens who is a member of MAJIF or who has other indemnity insurance with which there is a reciprocal arrangement.
- c) Advice and assistance, with legal representation when necessary, at disciplinary Hearings, Boards of Inquiry, Tribunals, Coroners' Inquests, Fatal Accident Inquiries, Courts Martial, etc.
- d) Assistance with intra-professional arbitration proceedings, disputes and professional difficulties between Members of The MAJIF and others.
- e) Consideration, origination and support of improvements and decisions in the law, which are conducive to The MAJIF objectives.
- f) Provision of educational material on matters of interest to members as well as Risk Management seminars.

Exclusions from cover

a. TELEMEDICINE

MAJIF will **not** cover claims arising from telemedicine.

b. MEDICAL EQUIPMENT & SUPPLIES AND DISPOSABLES

MAJIF will **not** cover claims arising from:

- ◆ the use of medical equipment and supplies outside of the manufacturer's recommendations.
- ◆ the reuse of disposables.

c. MEDICAL PERSONNEL WORKING ON BEHALF OF MEMBERS

MAJIF will **not** cover claims arising from the action of an uninsured medical personnel acting on behalf of a MAJIF member in the treatment of a patient.

d. MEMBERS WORKING ON BEHALF OF ANOTHER MEDICAL PERSONNEL

MAJIF will **not** cover claims arising from the actions of a member acting on behalf of another medical personnel who does **not** have insurance and/or who is **not** in full compliance with the Medical Council of Jamaica.

e. PROCEDURES CARRIED OUT WITHOUT CONSENT

MAJIF will **not** cover claims arising from the actions of members who do not have the requisite verifiable consent from the relevant authorized individual (patient or other) for the procedure (s) carried out on a patient.

Recommendations

MAJIF strongly recommends that:

- i. members use the MAJIF's consent forms, as the use of these forms will make it much easier to defend you. (A copy of MAJIF's recommended consent form is provided in the appendix section of the handbook). It is also recommended that:
 - the method of communication, persons present and questions arising be documented by the doctor.
 - valid consent be obtained from the patient at the earliest convenient time before the date of treatment.
- ii. members keep proper records of their patients. The records of your patients belong to you, the information belongs to the patient. You do not have to send your records to anyone unless a case has been filed in Court [**See page 8 - "If you are ever sued"**]. If you have any doubts, consult MAJIF.
- iii. members **DO NOT** do surgery on healthy, fully conscious minors against their will because a parent wants the surgery done. Consult with Child Development Agency, and all other relevant agencies and follow their advice if you are in doubt.
- iv. members do only what they have consent to do. **DO NOT** do "what is convenient". E.g. **DO NOT** remove a patient's normal appendix "because it is not needed" or tie off fallopian tubes because "she has had enough children".

6. INSURANCE FINANCIAL YEAR

- ◆ All Benefits and Subscription Rates will be reviewed at the beginning of the Insurance Year.
- ◆ Subscription premiums are calculated annually. In cases where members join at a time other than at the beginning of the Insurance Year that member will pay the proportionate subscription premium. The Board of Management may vary this provision at its discretion.

7. SURPLUS DISTRIBUTION

Over time, it is expected that the MAJIF will generate Surplus Funds over and above those needed to meet accrued liabilities and Prudent Contingency Reserves. Because this is a Mutual Fund, there might come a time when some surplus may be distributed to existing members. Such distributions may be:

- 1) Set-off against the Subscription Premium.
- 2) Used to increase the level of benefit levels.
- 3) Used for other benevolent purposes as the member may agree.
- 4) Combination of any or all the above.

The Actuary will make the recommendations on the above from time to time but no less often than every three years.

8. ELIGIBILITY

Persons who are eligible for membership in the MAJIF shall be:

- 1) All members of the Medical Profession
- 2) All Dentists
- 3) Other Health Personnel to be defined
- 4) Any other group of persons declared by the MAJ

and are fully compliant with the relevant licensing authority in Jamaica.

9. LEGAL SERVICES

The MAJIF retains a firm of attorneys-at-law to advise the Fund on legal matters.

10. JOINING THE MAJIF

The applicant must complete the application form(s) completely and accurately and submit it to the Medical Association of Jamaica or FIRM Insurance Brokers Limited.

Once the application is approved, the applicant will so be advised by fax, email, letter or such other means as shall be prescribed by these rules.

The applicant will then receive:

- ◆ Acceptance letter
- ◆ Certificate of Participation, and
- ◆ Information & Rule Booklet

11. BASIS OF COVER

The insurance cover is on a **Claim Incurred Basis**.

12. MAKING A CLAIM

All claims and potential claims must be reported to the MAJIF or FIRM immediately when the member becomes aware that an incident has occurred which might result in a claim being made. Negotiated/Out-of-Court settlements are often the least expensive routes to settlement.

IF YOU ARE EVER SUED FOR MEDICAL NEGLIGENCE

1. When you receive suit, or intention to sue, **contact MAJIF immediately**. Do not wait for a later more convenient time.
2. You will be referred to MAJIF's Lawyer.
3. Take all correspondence to the Lawyer and co-operate fully.
4. You will be asked to appoint the Lawyer as receiving agent for all correspondence pertaining to the case. Please do so.
5. The Lawyer acting on behalf of you and MAJIF is now in charge of the case.
6. **Do not** discuss the case with anyone unless instructed to do so by the Lawyer and only in his presence unless he instructs otherwise.
7. **Do not** telephone the Lawyer's office for meetings unless he/ she requests you to do so.
8. **Do not** give instructions to the Lawyer as to what you would like to do.
9. **Do not** contact the plaintiff or their Lawyer regardless of your previous relationship.
10. If you are contacted by anyone connected with the case, refer him/her to the Lawyer.
11. **Do not** make any comments as to the probable outcome or timetable pertaining to the case.
12. If you have handed a case over to MAJIF, please make sure we can keep in touch with you.

The Lawyer and MAJIF will always work in your best interest. We will be more effective if we have your full co-operation.

Any additional expense incurred by a member without the express approval of MAJIF shall be the sole responsibility of the member.

13. EXTRA PREMIUM

a) LAPSE EXTRA PREMIUM

Lapsed policies will result in an extra premium of 40% of the standard premium rates being charged at each reinstatement.

Members going abroad to work/study for extended periods may apply in writing for exemption from lapse extra premium charge.

A member reinstating a policy after being given prior written approval, must provide proof that the circumstances on which the approval was given actually materialized in order to be exempted from the Lapse Extra Premium on reinstatement.

b) CLAIMS AND OTHER EXTRA PREMIUM

The Board of Management of MAJIF reserves the right to charge an extra premium in addition to the standard rates for:

- ◆ members who have made claims or members with pending claims against the fund. Such extra premium would be charged at the beginning of the next policy year.
- ◆ members whose risk profile may have changed within the policy year. Such extra premium would be charged **effective** the date of the change of the risk profile.

APPENDIX



RISK CATEGORIES

Group 1 (Cosmetic/Aesthetic Risk): i.e., treatments or procedures which, in the opinion of the Council, have as their primary purpose the alteration of the non-pathological external appearance of a patient.

Group 1 (Obstetric Risk): Obstetrics, obstetrics with gynaecology

Group 2 (High Risk): Cardiothoracic surgery, general surgery, gynaecology, neurosurgery, ophthalmology, ophthalmic surgery, oral and maxillo-facial surgery, orthopaedics, otorhinolaryngology, plastic and reconstructive surgery, traumatic and orthopaedic surgery, urology, vascular surgery.

Group 3 (Medium Risk): Accident and emergency, anaesthetics, cardiology, medical oncology, radiation oncology, neonatology, paediatric surgery, radiology, diagnostic radiology, therapeutic radiology, radiotherapy.

Group 4 (Low Risk): Blood transfusion, clinical pharmacy and therapy, clinical psychiatry, clinical physiology, community health, dermatology, endocrinology, gastroenterology, general medicine, geriatric medicine, haematology, infectious diseases, neurology, nuclear medicine, paediatrics, rheumatology, thoracic medicine, internal medicine, pathology, nephrology

Group 4 (GP Risk): General Practitioner

Obstetric Risk

Please note that Obstetricians who practice obstetrics as a specialty will be required to pay the obstetric rate. General Practitioners with a portion of their practice in obstetrics will also pay the obstetric rate.

Implants

Dentists who carry out the preparatory surgery and place implants, or who construct and fit restorative work of any kind upon osseo-integrated implants need to pay the Maxillo-Facial subscription rate.

*** The specialties and occupations listed above are not exhaustive.**

MAJIF CONSENT FORM
Disclosure And Consent
Medical and Surgical Procedures

To: _____
Patient's Name

Date of Birth: _____

You have the right, as a patient, to be informed about your condition and the recommended surgical, medical or diagnostic procedure to be used so that you may make the decision whether or not to undergo the procedure after knowing the risks and hazards involved. This disclosure is not meant to scare or alarm you; it is simply an effort to make you better informed so that you may give or withhold your consent to the procedure.

I voluntarily request Dr. _____ as my physician, and such associates, technical assistants and other health care professionals as they may deem necessary, to treat my condition which has been explained to me as:

I understand that the following surgical, medical, and/or diagnostic procedures are planned for me and I voluntarily consent and authorize these procedures.

I understand that my physician may discover other or different conditions which may require procedures additional to or different from those planned. I authorize my physician, and such associates, technical assistants and other health care professionals to perform such other procedures which are, in their professional judgment, advisable.

I (do) (do not) consent to the use of blood and blood products if deemed necessary.

I understand that no warranty or guarantee has been made to me as to result or care.

Just as there may be risks and hazards in continuing my present condition without treatment, there are also risks and hazards related to the performance of the surgical, medical and/or diagnostic procedures planned for me. I realize that common to surgical, medical, and/or diagnostic procedures is the potential for infection, blood clot in veins and lungs, haemorrhage, allergic reactions and even death.

I also realize that the following risks and hazards may occur in connection with this particular procedure.

I understand that anaesthesia involves additional risks and hazards but I request the use of anaesthetics for relief of, and protection from, pain during the planned and any required additional procedures. I understand that the anaesthesia may have to be changed without explanation to me.

I understand that certain complications may result from the use of anaesthetic including respiratory problems, drug reactions, paralysis, brain damage or even death. Other risks and hazards which may result from the use of General Anaesthetics range from minor discomfort to injury to vocal cords, teeth or eyes. Other risks and hazards resulting from spinal or epidural anaesthetics included headache and chronic pain.

I have been given an opportunity to ask questions about my condition, alternative forms of anaesthesia and treatment, risks of non-treatment, procedures to be used, and risks and hazards involved, and I believe I have sufficient information to give this informed consent.

I certify this form has been fully explained to me, that I have read it or have had it read to me, that the blank spaces have been filled in and that I understand its contents.

Date: _____

Time: _____ a.m. / p.m.

Patient's Name

Signature of Patient (or responsible party)

Witness Name

Signature

Address



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Insurance Fund
(MAJIF)**

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