

# BAAPS SUPPORT

## BAAPS Support Complaint Service (BSCS) Terms and Conditions

### Introduction

BAAPS Support recognises there is a need for its members to have access to an external complaint service.

### Aim

The BAAPS Support Complaints Service (BSCS) is intended to ensure that Members and patients of clinics owned by Members, have access to an external opinion and advice in respect of patient complaints.

The service will ensure fairness and encourage reflective learning. BAAPS Support recommends the relevant consultants inform their indemnity provider if their patient complaint is referred to the service.

### Who can refer?

BSCS will accept referrals from BAAPS Support Members. Please note that all listed consultants on corporate BSCS membership must be member of BAAPS Support.

The service will only accept referrals if the patient's complaint has been considered by the local level 1 & 2 complaints process and the patient remains dissatisfied with the outcome.

**Level 1** is where the complaint is raised directly with and responded to by the clinic or hospital where the care was provided.

**Level 2** is an internal review of the complaint by someone who was not involved at Level one, which would normally be the clinic director or head office.

**BAAPS Support Complaints Service (BSCS)** is external review or adjudication.

Anonymous complaints will not be considered by the service.

### When should referral be made?

Referral should be made within 12 months of the complaint first being received.

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## How to refer

Referral to BSCS is made by the Member completing the necessary form outlining:

- Basis of complaint
- Timing of events
- Copies of relevant documentation (signed T&Cs, clinic entries, clinic letters, operation records and clinical photographs)
- Patient consent

## What can be complained about?

Reasons for complaint include but are not limited to:

- An unfavourable aesthetic outcome
- A complication from surgery
- The quality of a service provided

## What cannot be complained about?

- A complaint that has been dealt with elsewhere.
- A complaint where more than 12 months have passed since it first became known.
- A complaint about which the patient has already initiated or stated (verbally or in writing) that they intend to initiate legal proceedings.
- A complaint that is unclear, vexatious or unreasonably persistent.
- A complaint that has been made prior to joining BAAPS Support Complaints Service.
- A complaint in which the patient has not consented for their information to be shared with BAAPS Support Complaints Service.

If BSCS declines to consider a complaint, the Member will be informed (either by letter or email) and the basis of the decision will be explained.

## Who is providing the opinion/advice?

BSCS will contract with RPC which is a legal firm experienced in advising on and handling a wide range of medico-legal matters.

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Advice will be provided by RPC to BSCS. BSCS may review the advice and make recommendations to the Member.

## Outcomes & Recommendations

Outcomes and/or recommendations will be provided by BSCS and take into account the advice given by RPC. BSCS's outcomes and/or recommendations constitute external, 3<sup>rd</sup> party opinion and are not binding.

Patients and Members are reminded of their right to seek formal legal opinion instead of, or after, seeking the opinion of BSCS.

Outcomes will be provided by BSCS as follows:

- Complaint upheld
- Complaint not upheld
- Outcome undecided / pending with recommendation

Recommendations from BSCS may include (but are not limited to):

- Refund of fees the patient has paid
- Notification to the Member's indemnity provider
- Mediation
- Surgical second opinion
- Refer to regulator

## Mediation

On occasion BSCS may recommend formal, independent mediation between parties. To proceed to mediation is a voluntary decision and should be agreed to by both parties. Details of independent mediation service companies can be provided on request.

## Costs

Monthly costs to retain the services of BSCS will be:

- £35 pcm (individual membership)
- £75 pcm (corporate membership – up to 5 consultants)
- £100 pcm (corporate membership - up to 10 consultants)

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- £250 pcm (corporate membership – over 10 consultants)

Cost per application:

The cost for submitting a complaint is £200.00 per complaint. Once we receive the complaint submission, you will be sent an invoice for payment. BSCS will not process your complaint until payment is received.

## **Disclaimer**

We will not be liable to you for any advice given by this service.

We will not be liable to you if we fail to meet any of our obligations under the agreement due to matters beyond our reasonable control (e.g. the disruption caused to us or other Parties involved in your matter due to a pandemic, sanctions, a ransomware attack, or other external acts against which we had taken reasonable precautions).

For the avoidance of doubt this includes the actions, omissions, errors or deficiencies of any BAAPS entity involved in your matter or any third party instructed by us. We will let you know if such an issue arises in connection with your matter.

Our liability to you in connection with any matter will be limited, to the extent permitted by applicable law or regulation, to the proportion of the loss or damage suffered by you which is just and equitable having regard to the extent of your own responsibility and the contribution of any other person to the loss or damage regardless of any contractual or other limitation of their liability and/or ability to pay and/or limitation defences available to them.

We will not be liable to you for any loss, damage, expense, or liability, consequential or otherwise, and howsoever caused, arising from any provision of information regarding identity checks to third parties who are subject to the relevant regulations.

Nothing in this agreement will limit a person's liability for (i) death or personal injury caused by that person's negligence; (ii) that person's fraud; or (iii) anything else that cannot be limited or excluded by any applicable law or regulation.