

Private Healthcare Mediation Scheme Rules

Introduction

1. Mediation is a method used for resolving complaints or disputes between private healthcare providers and their patients that have become deadlocked.
2. Mediation is a flexible process conducted confidentially in which a mediator actively assists parties in working towards a negotiated agreement of a dispute or difference, with the parties in ultimate control of the decision to settle and the terms of resolution.
3. Mediation is voluntary, confidential and 'without prejudice' which means nothing said in the mediation is admissible as evidence in legal proceedings.
4. A CEDR Accredited Mediator will work with the parties to try and find an agreed solution to the complaint and the mediator may propose a solution to the parties in an attempt to help them reach a resolution, but they cannot impose one.
5. Any settlement reached is legally binding once put into writing and signed by the parties. The parties will have a short 'cooling off' period after any agreement made orally should they wish to take legal advice before they sign a final document.
6. The Scheme is provided by the Centre for Effective Dispute Resolution (CEDR) to private healthcare organisations who subscribe to the Scheme and their patients. It provides mediation on request if both the patient and the provider agree to participate where the parties have not been able to resolve the dispute between themselves through the provider's complaints procedure.
7. The Scheme will normally take five to six weeks from receipt of the correctly completed application form to the closure of the case.
8. CEDR have exclusive rights to appoint or withdraw a mediator under this Scheme.

Application

9. An application to use the Scheme must be made by the patient on the designated application form which will be accessible on the CEDR website.
10. Upon receipt of a properly completed application form CEDR will aim to appoint the mediator within 5 working days and will inform the parties accordingly

The Process

11. CEDR will acknowledge receipt of a new application for mediation within 14 days of receipt.
12. The process begins on the date of the acknowledgment of a valid application from the patient. At the same time the patient's application form and supporting documents will be forwarded to the private healthcare company who may wish to provide a response.



13. If a response is received, this will be sent to the patient for information only and CEDR will confirm the identity of the mediator within 7 days.
14. All the documents relating to the case that have been provided by the parties will be provided to the mediator who will endeavor to conclude the mediation within 28 days of their appointment.
15. The mediator will speak to the parties by telephone, video-conferencing or in writing (including email) as required, either together or individually, to request further information or to explore possible solutions.
16. If the parties do not reach a solution between themselves after discussions with the mediator, then they will suggest to the parties' recommendations for settlement in writing.
17. If a solution is found or is accepted by the parties as proposed by the mediator, then the mediator will record that solution in writing and send it to the parties (via CEDR) in the form of an Outcome Statement (the Statement), for signature via an online portal. The parties must sign the Statement within 14 days of the date on which the Statement is provided. Any amendment to the Statement at this stage, other than for minor clerical errors, will be regarded as notifying a failure to agree.
18. If the Statement is signed by both parties within the timescale, CEDR will advise the parties accordingly and transmit a copy to both parties. At this point the agreement becomes a binding contract and the parties must then act to comply with the agreed outcome.
19. No terms of settlement reached will be legally binding unless or until set out in writing in the Statement and signed by or on behalf of each of the parties.
20. If either party chooses not to sign the Statement within 14 days, it will have no effect on either party and CEDR will confirm the mediation has ended without resolution.
21. The date on which the mediation will be deemed to be concluded is the date of the letter from CEDR which confirms the process has ended.

Confidentiality

22. Every person involved in the mediation:
 - 22.1. will keep confidential all information arising out of or in connection with the mediation, including the terms of any settlement, but not including the fact that the Mediation is to take place or has taken place or where disclosure is required by law, or to implement or to enforce terms of settlement or to notify their insurers, insurance brokers and/or accountants; and
 - 22.2. acknowledges that all such information passing between the parties, the mediator and/or CEDR, however communicated, is agreed to be without prejudice to any parties' legal position and may not be produced as evidence or disclosed to any judge, arbitrator or other decision- maker in any legal or other formal process, except where otherwise disclosable in law.
23. Where a Party privately discloses to the mediator or CEDR any information in confidence before, during or after the mediation, the mediator or CEDR will not disclose that information



to any other party or person without the consent of the party disclosing it, unless required by law to make disclosure. The parties, and each of them, agree, however, that the mediator may disclose such information to CEDR provided that such disclosure is made by the mediator and received by CEDR in confidence.

24. The parties understand that the mediator and CEDR do not give legal advice and agree that they will not make any claim against the mediator or CEDR in connection with this mediation.
25. The parties will not call the mediator or any employee or consultant of CEDR as a witness, nor require them to produce in evidence any records or notes relating to the mediation, in any litigation, arbitration or other formal process arising from or in connection with their dispute and the mediation; nor will the mediator nor any CEDR employee or consultant act or agree to act as a witness, expert, arbitrator or consultant in any such process. If any party does make such an application (as listed above), that party will fully indemnify the mediator or the employee or consultant of CEDR in respect of any costs any of them incur in resisting and/or responding to such an application, including reimbursement at the mediator's standard hourly rate for the mediator's time spent in resisting and/or responding to such application.

Legal status and effect of mediation

26. The process is governed by the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to decide any matters arising out of or in connection with the Mediation.

Costs

27. The Mediation Scheme will be provided free of charge to the patient unless otherwise advised at time of application.
28. The costs incurred by the parties in preparation of their claim, including documentation and all other expenses are not recoverable under the Scheme.

Updates

29. These Rules may be amended by CEDR from time to time, and current Rules apply to any application on the date of application.