



WILSON BROWNE
LLP

CASE STUDY – FAILURE TO PRESCRIBE

Scenario

Our client had attended her GP surgery in February 2007 worried that she might be pregnant after the contraception she had been using had failed. She explained clearly to the Doctor that she did not want another child and asked for the morning after pill.

The Doctor did not consider that she was at risk of pregnancy due to the time during her menstrual cycle that the incident had occurred and refused to prescribe her any emergency contraception. The client later found out that she was in fact pregnant and returned to her GP. She elected to undergo a medical termination in April 2007.

The client suffered emotional trauma as a result of the termination. She was prescribed medication for panic attacks, depression and difficulty sleeping. She also underwent a session of counselling. The Doctor had been wrong to conclude that she was not at risk of pregnancy, when in fact she was at a time during her menstrual cycle where pregnancy is likely.

Solution

Wilson Browne's Clinical Negligence Team considered that liability in this case was clear. They felt that as liability was clear and the claim would be of a limited value that formal court proceedings would not be necessary. Wilson Browne wrote a formal letter, a Claim to the Defendants in September 2007, setting out the allegations of breach of duty for failure to prescribe the morning after pill and giving the wrong advice on fertility and inviting them to consider an early settlement. The Doctors breach of duty had caused an unwanted pregnancy and therefore termination leading to psychological effects such as depression and financial consequences as a result of having to take unpaid time off work.

It was not until January 2008 that the Defendants responded to Wilson Browne's Letter of Claim. The Defendants admitted liability and offered the client £2,500 damages. The client did not feel that this accurately reflected her financial loss and ongoing psychological trauma, and so Wilson Browne negotiated for a higher settlement.

Outcome

The claim was settled for £2,875 shortly after the Defendant's original offer of £2,500 was made. The client was grateful for the way her claim had been handled without the need to start formal proceedings against the Defendants.

For further information please contact James Wright on **01536 410041** or by email at **jwright@wilsonbrowne.co.uk**

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