

CASE REPORT

KAREN RICHARDSON

Claimant

-v-

WINCHESTER & EASTLEIGH HEALTHCARE NHS TRUST

Defendant

Background

In the early hours of 21 April 1994, the Claimant was admitted to Winchester Maternity Hospital as an emergency. She underwent a caesarean section since there was a suspected abruption and the cardiotocograph was abnormal.

Post-operatively the Claimant suffered from complications with continuing bleeding from the operation wound and accordingly the wound was explored under general anaesthetic later the same day. Several bleeding points were found and diathermised. Satisfactory haemostasis was obtained and the wound was closed. The Claimant was discharged from hospital on 30 April 1994.

The Claimant felt that she did not recover particularly well following the caesarean section and she also noted that she had a lump in her abdomen; level with the waist band on her clothes. At this stage it was not painful but was uncomfortable. Her GP advised that she might have a hernia, but she was not advised to have any treatment.

As the years went by, the Claimant began to have more significant problems with the lump in her abdomen. It became substantial in size and solid and she found it difficult to lie on her stomach. She began to have difficulty in doing up skirts and trousers. However, she continued to live with the discomfort and inconvenience.

In August 1999 the Claimant became pregnant and on 18 April 2000 gave birth to her second child. Following this, the Claimant's discomfort increased and she became aware of abdominal pain and belching.

In approximately May 2005 the lump began to get substantially bigger and the pain increased significantly. The pain was periodic and would last sometimes for three or four days and then ease before returning. Over the next few months the skin on the Claimant's abdomen grew tighter and between September 2005 and April 2006 the Claimant experienced repeated outbreaks of boils on her abdomen which would sometimes weep.

By December 2005 Mrs Richardson was doubled over in pain and on 14 December 2005 attended a GP who thought that she was pregnant. She underwent an internal examination, and her GP then referred her to the duty surgeon at Accident & Emergency at the Royal Hampshire County Hospital.

The Claimant underwent a CT scan at the Royal Hampshire County Hospital, which revealed a retained swab, encased in what has been described as a "giant mature walled seroma". The Claimant subsequently underwent a laparotomy and removal of retained swab, evacuation of abscess cavity and excision of abscess wall, under general anaesthetic on 18 April 2006. The cyst was drained of approximately 3 litres of purulent fluid.

The Claimant was discharged from hospital on 21 April 2006, and was unable to return to work for a period of seven weeks. She has been left with a substantial scar across her abdomen and a 'dip' on the left hand side of her stomach.

Claimant's Case

A letter of claim was sent to the Defendant on 5 July 2007.

Breach of Duty

It was the Claimant's case on breach of duty that she had received negligent treatment at the Winchester Maternity Hospital. The principal allegations of negligence were that the Defendant:

1. Negligently failing to carry out a proper swab count at the beginning and end of the wound exploration procedure performed on 21 April 2004.
2. Negligently leaving a swab in situ.

Causation

It was the Claimant's case on causation that as a result of the Defendant's negligence, the Claimant suffered significant discomfort for a period of twelve years. At the end of this period she suffered significant pain. She also had to undergo a further procedure under general anaesthetic which would otherwise have been unnecessary.

Defendant's Case

The NHS Litigation Authority, acting on behalf of the Defendant, responded to the Claimant's Letter of Claim in a letter dated 1 November 2007. They accepted that the Defendant had breached their duty of care towards the Claimant by leaving the swab in situ.

Settlement

On 5 November 2007 The Claimant made a Part 36 offer to settle at the sum of £28,775 conditional upon payments of costs to be assessed in default of agreement. On 12 February 2008 the Defendant rejected the offer and made a counter offer of £16,000. The Claimant rejected the offer and in a letter dated 15 February 2008, made a further offer of £24,000. The matter was settled on 11 March 2008 when the Claimant accepted the Defendant's offer of £20,000 together with reasonable costs.

Outcome/damages

The Claim against the Defendant was settled on 18 March 2008 when the Claimant accepted the Defendant's offer of £20,000 in full and final settlement.

Total Damages: **£20,000.00**

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