Am I covered?
Guidance on the scope of the Clinical Negligence Scheme for General Practice (CNSGP)
The Clinical Negligence Scheme for General Practice (CNSGP) is an indemnity scheme administered by NHS Resolution on behalf of the Secretary of State for Health and Social Care. It covers clinical negligence liabilities for general practice in England that arise as a result of an incident that occurs on or after 1 April 2019.

This guidance provides answers to some of the questions that you may have about the scheme and in particular whether your clinical practice is covered by CNSGP.

**What is CNSGP?**

CNSGP is a state indemnity scheme covering NHS services provided by general practice. It covers clinical negligence liabilities arising in general practice in relation to incidents that occur **on or after 1 April 2019**.

CNSGP will provide a fully comprehensive indemnity for all claims within its scope.

**Who and what will be covered by CNSGP?**

All providers of NHS primary medical services will be eligible for cover under the CNSGP, including out of hours providers. The scheme will extend to all GPs and others working for general practice who are carrying out activities in connection with the delivery of primary medical services – including salaried GPs, locums, students and trainees, nurses, clinical pharmacists and other practice staff.

In addition to NHS primary medical services, any activities carried out in connection with the provision of other NHS services will also be covered under CNSGP where those other NHS services are commissioned from a provider whose principal activity is to provide NHS primary medical services. These ‘other’ NHS services are referred to in the regulations that establish the CNSGP \(^1\) as “ancillary health services”. This means general practices will be covered for all of their NHS services, including local authority commissioned public health services.

The place at which activities are carried out, the status of the person carrying out the activity, the form of the entity responsible for the provision of the NHS services in question and the individual circumstances of the patient concerned are not relevant to the scope of CNSGP. The question is whether the services provided are NHS primary medical services, and where they are not NHS primary medical services, whether they are NHS services commissioned from a provider whose principal activity is to provide NHS primary medical services. This means that different kinds of organisations will be covered under the scheme for activities they carry out which are in scope of the scheme.

Claims made against GP practices or other entities providing NHS primary medical services or ancillary health services will be covered under the scheme. This includes claims made in respect of liabilities that arise as a consequence of the acts or omissions of employees and others engaged to carry out activities connected to the provision of such services.

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\(^1\) The National Health Service (Clinical Negligence Scheme for General Practice) Regulations 2019.
Annex A to this guidance sets out further detail about what is covered by CNSGP.

The scheme applies to any liability in tort (civil wrongdoings such as negligence) that arises as a consequence of a breach of a duty of care owed by a GP contractor or GP sub-contractor to a third party in connection with the provision of primary medical services or ancillary health services where –

(a) An act, or omission, on the part of the GP /contractor/sub-contractor (or any employee or other person engaged by them) results in personal injury or loss to the third party;

(b) The act, or omission, is in connection with the diagnosis of an illness or the provision of care or treatment to the third party; and

(c) The act or omission occurs on or after 1 April 2019.

If you are unsure about whether your particular circumstances will be covered by CNSGP then please contact us at cnsgp@resolution.nhs.uk.

What does this mean for future claims?

Any claim for clinical negligence made by a patient in connection with treatment given on or after 1 April 2019 will be handled by NHS Resolution on your behalf.

What if I receive a claim after 1 April 2019, but it relates to treatment provided before 1 April 2019?

These claims will not be covered by CNSGP as they relate to care before the scheme came into operation. They will need to be reported to your medical defence organisation (MDO)/indemnity provider.

What if I receive a claim that relates to ongoing treatment and/or care that started before 1 April 2019 and continued after 1 April 2019?

The treatment and/or care occurring before 1 April 2019 will be dealt with by the relevant indemnity or insurance provider. CNSGP will cover the element of the treatment and/or care that occurred after 1 April 2019.

Am I covered if…

…I have a mixed practice – some of my work is NHS work and some of it is private?

In short, all work relating to the diagnosis of an illness or the provision of care or treatment and carried out under a general medical services (GMS), primary medical services (PMS) or alternative provider medical services (APMS) contract is covered by CNSGP. It is likely that the majority, if not all, of your NHS work will be covered as the activities will fall within scope of the scheme.
Private treatment will not be covered and you will need to purchase suitable indemnity or insurance to cover such work.

…I provide services in a prison or young offenders’ institute?

Yes, as long as your services are provided under a primary care contract.

…I provide services for an NHS trust?

If you are employed by the trust, or your contract with the trust states that the trust accepts liability for your acts/omissions, then you will likely be covered by the CNST (Clinical Negligence Scheme for trusts). If your employment or services you provide for the trust are part of the provision of NHS services by general practice, then you may be covered by CNSGP.

…I have patients to whom I provide primary care but they also pay me to provide other healthcare services?

Any treatment or care you provide to your patients under a GMS, PMS or APMS contract will be covered by CNSGP. Any treatment you provide privately (e.g. a NHS patient who pays you for additional services) will not be covered. It is possible, then, that some of the services you offer to an individual patient will be covered by CNSGP and some will not (and therefore you will require additional indemnity from another provider for services not covered under CNSGP).

Other FAQs

Why the change?

A key challenge for general practice has been to find a solution to the growing cost of indemnity cover. Introducing a state scheme removes the risk of rising indemnity costs from individual GPs. People working in general practice do not need to pay to be covered by CNSGP. CNSGP provides fully comprehensive cover for all claims within its scope.

Who are NHS Resolution?

NHS Resolution is part of the National Health Service (an “arm’s length body” of the Department of Health and Social Care) and currently operates the state indemnity scheme for all NHS trusts in England for their clinical negligence liabilities. From 1 April 2019, NHS Resolution will also operate CNSGP.

How do I become a member of the scheme and what does it cost?

You don’t need to do anything to become a member. From 1 April 2019 all GPs and others working in general practice will automatically be covered under CNSGP for liabilities arising from the provision of NHS primary medical services and ancillary health services in England. You do not need to pay a subscription. The costs of the scheme will be met centrally.
The only ongoing costs for GPs and other healthcare professionals working in general practice will relate to any indemnity arrangement to ensure you are adequately protected for those activities which are not covered under CNSGP, and any run off cover that is required in relation to incidents that occurred prior to 1st April 2019.

I have received a new claim. How do I report this to NHS Resolution?

We have published separate guidance on when and how to report a claim. The guidance can be found here: CNSGP - When and how to report a claim

Is there anything that is not covered by CNSGP?

Activities not covered by CNSGP include:

- Any healthcare delivered otherwise than through the NHS or Local Authority funded contracts. This includes privately funded work undertaken by GPs and other primary care health professionals working in GP practices;

- Other non-NHS/non-Local Authority funded activities such as reports and medicals undertaken by GPs for other departmental bodies and insurance work, which falls outside of essential services;

- NHS primary care dentistry and private dentistry, other forms of privately-funded primary healthcare, community pharmacy and optometry;

- Medico-legal services other than those directly relating to clinical negligence claims, such as representation at inquests or in relation to professional regulation matters;

- The following activities, unless they are being delivered under primary medical services contracts or are NHS ancillary health services under CNSGP:
  - Voluntary (including Good Samaritan/Good Neighbour) and overseas work;
  - Healthcare commissioned and provided by the Ministry of Defence; and
  - GPs engaged by Department of Work and Pensions (DWP) (except completion of DWP forms required under a GMS contract are in scope and therefore covered).
Do I still need to purchase cover from my MDO or insurer?

General practice staff with claims-paid or claims-made indemnity arrangements or insurance policies would be required to purchase run-off or extended reporting period cover separately themselves at the point they move to a state-backed scheme, unless the terms of their cover specify any defined circumstances where this would not be required. If you are unsure of your current indemnity arrangements then you should contact your existing indemnity provider.

What role will my MDO/insurer have once CNSGP cover starts?

In addition to retaining the management of existing claims, and being involved in any run off cover, MDOs or other indemnity providers will continue to provide members with advice and support on all non-NHS claims issues. For example, the following circumstances will not fall within CNSGP and so will be dealt with by your MDO or other provider:

- Non-NHS work;
- NHS Dentistry;
- Community pharmacy;
- NHS Optometry;
- Complaints (unless there is also a claim for compensation arising out of alleged clinical negligence);
- Inquests (unless there is also a claim for compensation arising out of alleged clinical negligence);
- Regulatory and disciplinary proceedings;
- Employment and contractual disputes;
- Non-clinical liabilities such as defamation.

You will need to maintain membership with an MDO or other indemnity provider in respect of activities and services not covered by CNSGP.
**What type of cover does CNSGP provide?**

CNSGP provides cover on an occurrence based arrangement only which means you will be covered for any clinical negligence claim arising from an incident that occurred on or after 1\textsuperscript{st} April 2019 – even where you have retired or ceased to practice in general practice.

The new scheme mirrors arrangements in NHS trusts to bring significant benefits to general practice staff. NHS Resolution can already exercise discretion in relation to that scheme but rarely, if ever, does so. NHS Resolution will work hand in hand with those who find themselves the subject of a claim and only settle cases where compensation is due, while defending the rest. CNSGP is a comprehensive scheme available to all GPs whether in GMS, PMS, APMS and other settings and GPs should be confident they are fully covered just as clinicians in secondary care are.

**Will the Government be offering run off cover?**

General practice staff with claims-paid or claims-made indemnity arrangements or insurance policies would be required to purchase run-off or extended reporting period cover separately themselves at the point they move to a state-backed scheme, unless the terms of their cover specify any defined circumstances where this would not be required. If you are unsure of your current indemnity arrangements then you should contact your existing indemnity provider.

**My MDO/insurance cover doesn’t expire until after 1 April 2019 – what do I do?**

Any clinical negligence liabilities arising from an act or omission occurring on or after 1 April 2019 will be covered automatically by CNSGP. Therefore, you will not need separate cover for these liabilities. You can contact your MDO or indemnity provider to discuss any appropriate rebate of fees already paid.

If your query is not answered by this document, please contact us at CNSGP@resolution.nhs.uk.
**CNSGP Scope**

The list in this table is for illustrative purposes and not exhaustive

<table>
<thead>
<tr>
<th>Work type</th>
<th>Covered by CNSGP?</th>
<th>Any other details</th>
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<tbody>
<tr>
<td>Primary health care delivered under a GMS, PMS or APMS contract</td>
<td>Yes</td>
<td>Staff working in general practice who carry out relevant activities that consist of the diagnosis, care or treatment of a person are covered</td>
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<tr>
<td>Public health services provided by a GMS/PMS/APMS contract holder under arrangements with local authorities (where such services have been commissioned by the Secretary of State, a CCG, NHS England, an NHS trust or an NHS Foundation trust)</td>
<td>Yes</td>
<td>This includes:</td>
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<td>- Comprehensive sexual health services (including testing and treatment for sexually transmitted infections, contraception outside of the GP contract and sexual health promotion and disease prevention;</td>
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<td></td>
<td></td>
<td>- Health visiting for children aged 0 – 5;</td>
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<td></td>
<td></td>
<td>- Dealing with health protection incidents, outbreaks and emergencies.</td>
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<tr>
<td>Services commissioned on a standard contract from a GMS/PMS/APMS contractor by NHSE or CCGs under their health functions</td>
<td>Yes</td>
<td>This includes anything a general practice does under an NHS standard contract beyond GMS/PMS/APMS arrangements. Services commissioned as Local Enhanced Services are often under standard contract</td>
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<tr>
<td>Standalone out of hours – APMS contract</td>
<td>Yes</td>
<td>This is commissioned under APMS and so is covered</td>
</tr>
<tr>
<td>Integrated urgent care services – NHS Standard Contract with APMS bolt on</td>
<td>Yes</td>
<td>Integrated urgent care delivered by general practice through schedule 2L of the NHS standard contract are covered</td>
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<tr>
<td>111 service – NHS standard contract</td>
<td>No</td>
<td>These are generally covered by the Clinical Negligence Scheme for trusts (CNST)</td>
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<tr>
<td>Service Type</td>
<td>Covered?</td>
<td>Description</td>
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<tr>
<td>111 service – if provided by general practice</td>
<td>Yes</td>
<td>If the 111 services are provided by general practice, they would be covered if provided under GMS/PMS/APMS primary medical service contracts or if not, will be covered if the provider’s main activity is to provide primary medical services.</td>
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<tr>
<td>Pharmaceutical services (community pharmacy)</td>
<td>No</td>
<td>These services already have a system of cover.</td>
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<td>Pharmacists (clinical) and other healthcare professionals working in general practice</td>
<td>Yes</td>
<td>Pharmacists (and other healthcare professionals) working in a general practice setting, undertaking NHS activities under GP contracts, will be covered under CNSGP in respect of such activities. May also be covered in respect of other NHS services if the principle activity of the provider who employs or engages them is the provision of primary medical services.</td>
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<tr>
<td>Acute services - NHS standard contract</td>
<td>No</td>
<td>Acute services are covered under CNST.</td>
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<tr>
<td>Dispensing doctors</td>
<td>Yes</td>
<td>These services are provided under a GMS/PMS/APMS contract.</td>
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<tr>
<td>Secure environments (prisons, youth offender institutes etc)</td>
<td>Yes</td>
<td>All services provided in a secure environment that are delivered under the primary medical care contracts are covered.</td>
</tr>
<tr>
<td>MOD commissioned and provided healthcare</td>
<td>No</td>
<td>MOD indemnity arrangements for healthcare professionals is not within scope of CNSGP.</td>
</tr>
<tr>
<td>Public Liabilities and other business or professional liabilities</td>
<td>No</td>
<td>CNSGP will cover clinical negligence claims and will not indemnify practices or their staff in relation to other liabilities.</td>
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<tr>
<td>Registrars &amp; trainees</td>
<td>Yes</td>
<td>The scheme will cover registrars and trainees placed for training purposes in GP settings.</td>
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<td>Implementation of research</td>
<td>Yes</td>
<td>Clinical negligence arising during the course of research is covered. So if, for example, a doctor negligently misreads a dose in the trial documentation and administers too much of a drug which causes harm to patients, any clinical negligence on the part of the doctor is covered. However, the design risks for clinical trials, i.e. errors in the way in which the trial was created, are not covered. We would expect that risk to be covered by the trial sponsor, often a drug company. This mirrors the CNST.</td>
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<tr>
<td>Design of research</td>
<td>No</td>
<td>Covered under NHS Resolution’s Liabilities to Third Parties Scheme.</td>
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<tr>
<td>Appraisers</td>
<td>No</td>
<td>Covered under NHS Resolution’s Liabilities to Third Parties Scheme.</td>
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