

Summary of the Clinical Negligence Scheme for General Practice (CNSGP) rules

Introduction

This note provides an introduction to the CNSGP Rules, but is necessarily a summary and there is a link to the complete document at the end. If you seek assistance under the scheme, in the event of a claim, you will be bound by the full rules. For information on what the scheme covers, and [when and how to report a claim](#), please refer to our separate guidance which can be found on [our website](#).

Management of claims

We will ask you to supply us with all relevant information and assistance to enable us to manage the claim on your behalf. This includes access to documents, data, computer records and anything else which may be of help in investigating the allegations. We may need to interview witnesses and take statements from them.

We may appoint a solicitor from our specialist clinical negligence panel to conduct investigations, and will ask them to represent you or your staff if legal proceedings are commenced.

By seeking assistance under the scheme, you are required to co-operate with the investigation and resolution of a claim. We will manage the claim in conjunction with you, and if you are the person against whom allegations are made we will obtain your permission to make any formal admissions of liability. We will work with you on other aspects of the case too, but reserve the right to make final decisions on such issues as making or accepting offers.

We strongly encourage you to comply with the duty of candour and to offer apologies to patients where appropriate and explanations when things go wrong. We will not withhold or reduce cover because you have provided an apology or an explanation.

It is very important to bear in mind the distinction between an apology, which is not an admission, and an admission of negligence which is a formal legal commitment and may only be made if we agree.

We ask you to take all reasonable steps to mitigate the cost or expense of any claim.

Scheme benefits

There is no limit of indemnity under CNSGP and no excess. You will therefore not be at risk of having to meet part of the claim yourself, unless some element of it is not covered under CNSGP.

The scheme also covers situations where the person against whom a claim is made has died, is bankrupt or insolvent, or where a practice has been wound up – provided that the claim fell within the scope of CNSGP at the time of the alleged negligence.

Exclusions

It is necessary to have some exclusions in order to maintain the financial integrity of the scheme for the benefit of all those eligible to receive benefits from it.

This will be decided on a case by case basis, but most likely apply where one of the following applies:

- Where an eligible person has made an admission of liability without our agreement;
- Where court proceedings have not been referred to us;
- Where you have not complied with a condition we have imposed;
- Where you have failed to assist us in managing the claim

Information and Data Protection

You must provide us with information, if we request it, to demonstrate that you are eligible to receive benefits under the scheme.

We reserve the right to disclose information to the Department of Health and Social Care, NHS England or regulatory organisations, where appropriate.

We will use reasonable endeavours not to disclose statistical information in a form which identifies individuals, without prior consent.

You should ensure that both you and any sub-contractors you use comply with data protection legislation.

Appeals

If you disagree with a decision we take under these rules or in the management of a claim, you have a right of appeal to our chief executive who may appoint a senior person to investigate.

Governing law

The rules are governed by English law.

Important

This is a summary of a relatively complex document. Our management of claims will be in accordance with the full scheme rules, and which you can [find on our website here](#).

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