

## Am I covered under CNSGP?

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

Activity / role	Covered by CNSGP?	Further details
Acute services – NHS Standard Contract	No	Acute services are covered under CNST
Administrative staff / receptionists	Yes	The scheme extends to all staff working for general practice who are carrying out activities in connection with the delivery of primary medical services or ancillary health services – including administrative staff and receptionists – in relation to claims of clinical negligence
Appraisers	No	Covered under NHS Resolution's Liabilities to Third Parties Scheme (LTPS) – provided that the organisation contracting with the appraiser is a member and agrees to accept liability for any negligence on the part of the appraiser
Breach of Data Protection laws (statutory) <sup>1, 2</sup>	No	This is not covered under CNSGP  <b>See also Breach of Confidentiality</b>
Breach of Confidentiality (due to wrongful disclosure of personal data)	Yes	Cover under CNSGP will apply where an alleged breach of confidence has occurred due to wrongful disclosure of personal data, which results in personal injury or loss to a patient arising from or in connection with their diagnosis, care or treatment.  <b>See also statutory breach of Data Protection laws</b>
Coil / implant fitting	Yes	If they are being fitted as part of primary medical services under a GMS/PMS/APMS contract or a sub-contract for such services, they will be covered under CNSGP  If not, these activities will only be covered if the 'fitter' is doing so as part of the other types of NHS services provided by the general practice that they work for, in which case they would be ancillary health services

1 <https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/personal-data-breaches/>

2 <https://eur-lex.europa.eu/legal-content/EN/TXT/?qid=1528874672298&uri=CELEX:02016R0679-20160504>  
See articles 58, 82 & 83.

Cross-border GPs	No	<p>CNSGP only covers general practice services carried out as part of the NHS in England. Whether or not an individual GP, nurse, pharmacist, etc. is covered under CNSGP depends on the contract under which they are providing those services</p> <p>If an individual GP or other person is providing NHS services for a GP practice in England under a GMS, PMS or APMS contract or sub-contract for such services and provides this service under those arrangements then this activity is covered by CNSGP</p> <p>If the individual is carrying out any other type of NHS services for a GP practice in England, then this will also be covered as the services will be ancillary health services</p>
Dispensing doctors	Yes	These services are provided under a GMS, PMS and APMS contract
Educators	Yes	<p>You will be covered under CNSGP in your role as a GP educator. The scheme will cover any activity that consists of, or is in connection with, the provision of NHS services (primary medical services under a GMS, PMS or APMS contract or sub-contract). This would include clinical supervision of GP trainees</p> <p>If a clinical negligence claim were to be brought in connection with the diagnosis, care or treatment of a patient, undertaken by a GP trainee under your supervision as a GP educator within an NHS setting, then both you and the GP trainee will be indemnified under CNSGP</p>
Emergency treatment	Yes	<p>Under the terms of a GP contract (GMS, PMS or APMS contract or sub-contract) medical services must be provided to any person, including registered patients and temporary residents, in an emergency situation; limited to within core hours and within the practice area. For example, a person who has collapsed in the GP contractor's practice area</p> <p>Emergency treatment provided in these types of circumstances will be covered by CNSGP</p> <p>See also <b>Good Samaritan Acts</b></p>

Good Samaritan Acts	No	<p>Provision of medical services in an emergency situation outside of a GMS, PMS or APMS contract or sub-contract is not covered under CNSGP. For example, emergency treatment provided to a passer-by when off duty</p> <p>Indemnity cover for Good Samaritan Acts is generally included within MDO/Royal College of Nursing (RCN) membership but we recommend you check with your MDO /indemnity provider</p> <p>See also <b>Emergency treatment</b></p>
GP with a Special Interest (GPwSI)	Yes	<p>If the services of the GPwSI are provided under a GMS, PMS or APMS contract or sub-contract, they will be covered by CNSGP</p> <p>If not under one of the above contracts, if you can answer the three questions set out below in the affirmative, then you will be covered under CNSGP as the services will be ancillary health services. If not, then, depending on any indemnity provision in your contract, you are likely to need to obtain indemnity cover from your MDO or alternative provider</p> <p>(1) Are you carrying out an activity that consists of, or is in connection with, the provision of NHS services?</p> <p>(2) Are those NHS services being provided by, or under a contract with, a person or organisation whose principal activities are to provide primary medical services (i.e. the NHS services are provided as part of general practice) or under a sub-contracting arrangement with such a person?</p> <p>(3) Is the activity in question connected to the diagnosis, care or treatment of a patient?</p>
Hospices	Yes	<p>If GPs or other general practice staff are providing NHS services to hospices as part of NHS services provided by general practice (i.e. primary medical services or ancillary health services), these services will be covered by CNSGP</p>
Integrated urgent care (IUC) services – NHS Standard	Yes	<p>Integrated urgent care services delivered by general practice through Schedule 2L of</p>

Contract with APMS bolt on		the NHS Standard Contract are covered
Requests for information from the Department for Work and Pensions (DWP) that GPs are required to provide under a GMS, PMS and APMS contract or sub-contract	Yes	The provision of information to DWP in support of claims for benefit is covered under CNSGP but <u>only</u> where the provision of such information is required to be provided under a GMS, PMS or APMS contract or sub-contract.  Please note next entry and also <b>Safeguarding reports/requests for information from the Local Authority</b>
Medical reports/requests for information from the Department for Work and Pensions (DWP) that are not required to be provided under a GMS, PMS or APMS contract or sub-contract	No	Providing medical reports and/or information to DWP that are not required to be provided under a GMS, PMS or APMS contract or sub-contract is not an activity covered under CNSGP as such provision is not an NHS service required under a GP contract  See also <b>Safeguarding reports/requests for information from the Local Authority</b>
Ministry of Defence (MoD) commissioned and provided healthcare	No	MoD indemnity arrangements for healthcare professionals are not within scope of CNSGP. You should contact your locum agency and MDO or other indemnity provider
NHS services following private treatment	Yes	Provision of NHS services arranged by a primary medical services provider (Part 4 contractor, subcontractor or provider of ancillary health services under an arrangement with a Part 4 contractor or subcontractor) for registered patients who have or are undergoing private treatment will be covered under CNSGP  For example, suture removal following private cosmetic surgery or blood tests as part of ongoing private treatment
NHS 111 service	Yes	If the NHS 111 services are provided by general practice they would be covered if provided under GMS, PMS or APMS contract or sub-contract, or if not, will be covered if the provider's main activity is to provide primary medical services as they will be ancillary health services
NHS 111 service – NHS Standard Contract	No	These are generally covered by the Clinical Negligence Scheme for Trusts (CNST), provided that the main contract-holder is a member
Occupational Health tests/injections (including flu	No	Occupational health tests/injections are not covered by CNSGP, as such

injections) arranged by a GP practice/contractor to staff for the purposes of their employment		tests/injections are the responsibility of the employer as part of occupational health arrangements.
Out of hours (OOH) <sup>3</sup>	Yes	Stand-alone out of hours primary medical services are commissioned under an APMS contract and so are covered
Paramedics	Yes	<p>CNSGP applies to the activities of GPs and others carrying out an activity that consists of, or is in connection with, the provision of primary medical services under a GMS, PMS or APMS contract or sub-contract for such services</p> <p>Paramedics working in a general practice setting, undertaking NHS activities under GP (GMS, PMS or APMS contract or sub-contract) contracts, will be covered under CNSGP in respect of such activities. They may also be covered in respect of other NHS services if the principal activity of the provider who employs or engages them is the provision of primary medical services as these will be ancillary health services</p> <p>CNSGP does not however cover the role of a paramedic in the usual sense of it being an acute-based role outside of general practice</p>
Pharmaceutical services (community pharmacy)	No	These services already have a system of cover
Pharmacists	Yes	Pharmacists working in a general practice setting, undertaking NHS activities under GP (GMS, PMS or APMS contract or sub-contract) contracts, will be covered under CNSGP in respect of such activities. They may also be covered in respect of other NHS services if the principal activity of the provider who employs or engages them is the provision of primary medical services as these will be ancillary health services
Practice nurses	Yes	If you are a practice nurse who is employed by a general practice you will be covered under CNSGP for any NHS services provided by you on behalf of your general practice employer

<sup>3</sup> Out of hours services may include GPs working in A&E departments or urgent care centres, including minor injury units or walk-in centres; teams of healthcare professionals working in primary care centres, A&E departments, minor injury units, urgent care centres or NHS walk-in centres; healthcare professionals (other than doctors) making home visits after a detailed clinical assessment; and ambulance services moving patients to places where they can be seen by a doctor or nurse to reduce the need for home visits. The out of hours period is from 6:30pm to 8am on weekdays and all day at weekends and on bank holidays.

		If you are a practice nurse who is employed by a health service provider who holds an APMS contract but whose main activity is not to provide primary medical services, then only activities you carry out for the purpose of the APMS contract services will be covered by CNSGP – not any other type of NHS services you carry out for that employer
Primary Care Network (PCN) – Staff engaged/employed by GP practices to carry out activities for the GP practices in a primary care network (PCN), including clinical director	Yes	Staff carrying out activities for GP practices who are part of a PCN, including those engaged under the network direct enhanced services (DES), which is a variation to the GMS / PMS contract of the organisation and is part of the primary medical services contract for the purposes of CNSGP. Cover extends to services delivered under these, contracts.
Public health services	Yes	This includes public health services provided by general practice under arrangements with local authorities (where such services have been commissioned as part of the NHS)  For example: <ul style="list-style-type: none"> <li>• 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);</li> <li>• Health visiting for children aged 0 – 5;</li> <li>• Dealing with health protection incidents, outbreaks and emergencies.</li> </ul>
Public liabilities and other business or professional liabilities	No	CNSGP will cover clinical negligence claims and will not indemnify practices or their staff in relation to other liabilities
Registrars (GPST) & Trainees (FY2 rotation in general practice)	Yes	A GP Registrar or Trainee undertaking a GP placement will be covered under CNSGP for any activity that consists of, or is in connection with, the provision of NHS services (primary medical services under a GMS, PMS or APMS contract or other NHS services that are within the definition of “ancillary health services”).  Where GP Registrars and Trainees undertake any clinical work during their training in organisations which are not part of NHS services, such work would likely

		<p>fall outside the scope of CNSGP and CNST</p> <p>Indemnity for activities that are out of scope of CNSGP and medico-legal support will continue to be provided via Health Education England (HEE)</p>
Research – design	No	The design risks for clinical trials, i.e. errors in the way in which a trial is created, are not covered. We would expect that risk to be covered by the trial sponsor, often a drug company. This mirrors the position under CNST
Research - implementation	Yes	Clinical negligence arising during the course of research activities undertaken as part of the NHS services provided by general practice 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
Safeguarding reports / requests for information from Local Authorities or Safeguarding Adults Boards (SAB) for safeguarding purposes <sup>4</sup>	Yes	<p>Safeguarding activities pursuant to the duty placed on GP practices/contractors under the Children Act 2004 and Care Act 2014 will be covered under CNSGP</p> <p>See also <b>Medical reports/requests for information from the Department for Work and Pensions (DWP)</b></p>
Section 12 of the Mental Health Act (MHA)	Yes	Where these activities are carried out as part of the NHS services provided by general practice, for example, GMS, PMS or APMS contract or sub-contract, they will be covered. For example, where a GP carries out Section 12 activities in

<sup>4</sup> Previous information in this table stated that safeguarding reports/request for information from DHSC were not in scope of the scheme.

The Department of Health and Social Care (DHSC) and NHS England (NHSE) have reviewed the position with regard to safeguarding reports. DHSC and NHSE recognise that GP practices/contractors are under a duty to provide safeguarding information requested by local authorities or the police for safeguarding purposes pursuant to section 16H of the Children Act 2004 or by safeguarding adults boards (SAB) pursuant to section 45 of the Care Act 2014. Whilst not directly related to GP diagnosis, care or treatment of children, or adults on reflection DHSC and NHSE recognise that these safeguarding activities are related to the care of children and vulnerable adults and are aimed at ensuring the good health of children and vulnerable adults (as local authorities/SAB's rely on this information to act to protect children and vulnerable adults from harm and ensure their medical needs are taken into account). For these reasons, on balance, DHSC and NHSE consider that safeguarding activities should be, considered to be in scope of CNSGP.

We will provide such assistance in relation to any claim for clinical negligence made against you for the provision of reports or information to local authorities or SAB's for safeguarding purposes from 1 April 2019. General practice staff should contact NHS Resolution to access support for such claims.

		<p>connection with the provision of primary medical services for their general practice work</p> <p>Where a mental health professional carries out Section 12 activities under an agreement with a general practice, they will also be covered</p> <p>Section 12 activities carried out for an NHS trust are not likely to be covered by the CNSGP but may be covered under CNST, depending on the terms of any arrangements with the trust</p>
Secure environments (prisons, youth offender institutes etc.)	Yes	All services provided in a secure environment that are delivered under the GMS, PMS or APMS contract or sub-contract are covered
Temporary residents	Yes	GP practices providing NHS services to temporary residents are covered under CNSGP
Travel vaccinations (advice)	Yes	Advice (which includes consent) on all travel vaccinations and immunisations – regardless of whether the patient pays or not – is covered by CNSGP
Travel vaccinations (supply and administration – no charge)	Yes	Travel vaccines and immunisations listed in the GMS Contract Guidance as funded by the NHS are covered under CNSGP, including the supply and administering of these vaccines
Travel vaccinations (supply and administration – paid for)	No	Separate indemnity cover will need to be arranged to cover the supply and administering of travel vaccinations and immunisations to a patient, where the patient is required to pay <sup>5</sup>
Vasectomies	Yes	If these activities are being undertaken as part of primary medical care services provided under a GMS, PMS, APMS contract or a sub-contract for such services, you will be covered under the CNSGP

<sup>5</sup> Previous information in this table had stated that administration of travel vaccines and immunisations where patients are directly charged is in scope of CNSGP. This information was not correct and the Department of Health and Social Care (DHSC) and NHS England (NHSE) apologise for this error. DHSC and NHSE are committed to ensuring that any general practice staff who were administering travel vaccinations and immunisations (where patients were charged a fee) and who understood themselves to be covered under the CNSGP for such activities, are not financially at a disadvantage as a result of any claim, or potential claim, against them as a consequence of relying on the incorrect information.

In order to mitigate any risk to the health of patients, we will provide such assistance in relation to any claim for clinical negligence made against you for the supply and administration of privately funded travel vaccinations for the period between 1st April 2019 and 31st July 2019. General practice staff should contact us to access support for such claims. Claims relating to the supply and administration of any travel vaccinations or immunisations (where the patient is required to pay) provided outside of this period should be reported to your indemnity provider.



		If an NHS trust, commissioned by the Clinical Commissioning Group (CCG), is sub-contracting the vasectomy service to a GP practice, then the vasectomy service would be viewed as an ancillary health service and be covered under CNSGP
Volunteers (providing care or treatment under supervision)	Yes	A volunteer who is engaged or permitted by a primary medical services provider (Part 4 contractor, subcontractor or provider of ancillary health services under an arrangement with a Part 4 contractor or subcontractor) to provide care or treatment, which is connected to the provision of primary medical services under a GMS, PMS, APMS contract or sub-contract, will be covered under CNSGP
Volunteers (activities not related to care or treatment)	No	<p>Activities not related to the provision of primary medical services under a GMS, PMS or APMS contract or sub-contract, (for example; making tea for patients), are not covered under CNSGP</p> <p>Primary medical service providers should, therefore, ensure they have appropriate public liability insurance arrangements in place</p>

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