

# COVID-19

## Guidance for general practice

This guidance has been prepared to support the beneficiaries of our schemes during the Coronavirus pandemic. It aims to clarify how beneficiaries' interactions with NHS Resolution concerning claims will proceed during the pandemic. It also provides answers to the questions we most often receive regarding CNSGP indemnity cover under pandemic working arrangements.

We are acutely conscious of the pressures the NHS will be under now and in the coming few weeks and our aim is to ensure frontline staff are able to focus on essential and critical patient care.

We are also conscious that the situation is rapidly changing and these FAQs will be revisited regularly. If you have a specific general practice indemnity query please contact your General Practice indemnity team or email [CNSGP@resolution.nhs.uk](mailto:CNSGP@resolution.nhs.uk)

\*Please be reminded that CNSGP relates to England only as the other UK nations have their own indemnity arrangements.

## **How should we manage requests for disclosure of medical records?**

The rules in relation to disclosure of records remain the same and requests continue to be made. We do however acknowledge the service pressures. The Information Commissioner's Office (ICO) have issued some helpful guidance which can be found [here on the ICO website](#). Specifically in relation to responding to information rights requests (as at 31 March 2020) the ICO advise:

"We understand that resources, whether they are finances or people, might be diverted away from usual compliance or information governance work. We won't penalise organisations that we know need to prioritise other areas or adapt their usual approach during this extraordinary period.

We can't extend statutory timescales, but we will tell people through our own communications channels that they may experience understandable delays when making information rights requests during the pandemic."

## **Will claims processes be paused?**

Not as a general rule. We will continue to manage claims in the usual way as far as we are able including continued management of litigation and resolution of cases. We accept however that much of what we do relies on clinical input. Where cases cannot be progressed without this input we will work with representatives for all parties to agree sensible timescales.

## **How should we respond to requests to extend limitation?**

Please see our [general guidance on limitation](#).

We are not able to respond to these requests, unless the case is one which has been reported to us.

In general, in light of current events we recommend taking a pragmatic and sympathetic approach to any requests for extensions of time generally. This will include requests to extend limitation.

### **Will we need to attend trial or other case related meetings?**

As you will appreciate, attendance at hearings is governed by court ordered processes. In order to try to facilitate greater flexibility and cooperation across the market, we have engaged with HM Courts and Tribunals Service to raise the issue of frontline healthcare staff not being able to assist in claims management, including attendance at hearings.

Our panel lawyers are making applications, often by consent of all of the parties, to avoid the need for clinical staff to attend hearings.

Wherever possible, other case related meetings such as conferences, settlement meetings and mediations will be converted into virtual meetings and / or rescheduled as appropriate.

### **Will we have to review legal documents and provide comments?**

We fully appreciate and support the position that all staff will be focussed on frontline healthcare services. We understand that sometimes this means that we may not be able to obtain your / your teams' input on claims and as a result deadlines will not be met. We have instructed our staff and panel lawyers to be as flexible as possible in the circumstances.

We are also working with law firms acting for patients to agree that flexibility in deadlines will be required to alleviate the need to engage frontline healthcare staff.

As you will appreciate, we are bound by some deadlines, (such as those set by the courts). Whilst we, and our panel lawyers, will endeavour to facilitate extensions or stays (pauses) in proceedings, some deadlines will remain immovable and we shall have to comply or run the risk of adverse consequences being ordered against you.

### **Will you still need our input on cases?**

In some instances, yes. We will need your agreement to make admissions of breach of duty. Where your input is required, we accept that we may not be able to obtain this and as a result deadlines may be missed. We have instructed our staff and panel lawyers to be as flexible as possible in these circumstances.

As above some deadlines will remain immovable and we shall have to comply or run the risk of adverse consequences being ordered against you.

Other decisions lie within our remit, such as agreeing compensation in cases where liability has been admitted. In these cases we will only contact you to provide you with a general update.

## How should we correspond with NHS Resolution?

Our claims teams are working remotely. Please send all correspondence to us by electronic means, preferably via our secure messaging system (Clearswift), or via our Document Transfer System (DTS), including medical records and other documents relevant to claims. New claims should be reported to us in the usual way. See our guidance on [when and how to report a claim](#). Please note that you can call our Claims Helpline 0800 030 6798 at any time; 24 hours a day, 365 day a year to speak to a legal advisor.

## Will I be able to speak to someone at NHS Resolution about a claim?

All our staff are now working remotely. Our telephone numbers have been diverted and so you should be able to contact us using the usual contact details. Please refer to our [Claims Team structure](#) for contact information.

## What happens if proceedings are served?

In line with court rules, proceedings must be served on the named defendant or a nominated solicitor.

Wherever possible, we encourage you to accept service of proceedings by electronic means. On cases that have been reported to us, we are asking claimant solicitors to send us, or our nominated panel lawyer, a copy of any proceedings served.

If you receive a Letter of Claim or proceedings, such as claim form and particulars of claim, please send these to:

- [CNSGPnotification@resolution.nhs.uk](mailto:CNSGPnotification@resolution.nhs.uk)  
If relating to care provided from 1 April 2019.
- [ELSGPnotifications@resolution.nhs.uk](mailto:ELSGPnotifications@resolution.nhs.uk)  
If relating to care provided before 1 April 2019 and you are, or were at the time, a member of the Medical and Dental Defence Union of Scotland (MDDUS).

## How can we sign documents?

Wherever possible, we will ask you to sign forms electronically. You will be advised by your dedicated case handler or nominated panel solicitor.

## **I am a GP who has been advising patients stranded abroad on their health via both telephone and online systems. Do I have indemnity cover for this?**

The Clinical Negligence Scheme for General Practice (CNSGP) provides indemnity cover to all general practice staff providing NHS primary medical services under one of the standard NHS general practice contracts (GMS, PMS, APMS) for England, to a patient registered in England.

Therefore, provided your patient is registered in England, their current location is not relevant for the purpose of your indemnity cover. You are considered to be providing a primary medical service to the patient, as part of the health service in England, and are covered under the CNSGP in this situation.

## **I am a GP who has been stranded overseas due to Covid-19 travel restrictions. Do I have indemnity cover if I work remotely from overseas to advise my patients in England?**

Provided you are providing primary medical services under one of the standard general practice contracts (GMS, PMS, APMS) for England, to a patient registered in England, then your location is not relevant for the purposes of indemnity cover. By providing such a service, under such a contract, to such a patient, you are covered under the Clinical Negligence Scheme for General Practice.

## **Do nurses and healthcare assistants have indemnity cover if they undertake home visits to patients they would normally see in the general practice surgery?**

The Clinical Negligence Scheme for General Practice (CNSGP) provides indemnity cover to all who provide NHS primary medical services under one of the standard NHS general practice contracts (GMS, PMS, APMS) to patients registered in England. The location of the patient is not relevant for the purpose of indemnity cover. Nurses and healthcare assistants in this situation are therefore covered by CNSGP.

## **What indemnity cover is available to healthcare staff drafted in to assist general practices specifically during Covid-19, such as medical and nursing students, private healthcare staff, pharmacists and formerly retired medical and nursing staff coming temporarily out of retirement?**

The Clinical Negligence Scheme for General Practice (CNSGP) provides indemnity cover to all those who provide NHS primary medical services under one of the standard NHS general practice contracts (GMS, PMS, APMS) to patients registered

in England. Such healthcare staff engaged by general practices to assist during Covid-19 in delivering primary medical care, under a general practice contract (GMS, PMS, APMS), will therefore be covered by the CNSGP.

However, it should be noted that such healthcare staff need to ensure at all times that they are competent to carry out any clinical activity requested of them. They also need to act at all times in line with guidance provided by their regulator.

### **Will general practice staff who wish to volunteer in local care homes (nursing or residential) be covered by the state-backed indemnity schemes in place?**

Indemnity under the Clinical Negligence Scheme for General Practice (CNSGP) is not available to general practice staff who volunteer to work in local care homes to assist the delivery of social care. This is because cover under the CNSGP is linked to the contract for services under which primary medical services are provided. In this example a volunteer will not be providing services under one of the standard NHS general practice contracts for England (GMS, PMS, APMS).

Additionally, NHS Resolution's indemnity schemes provide cover for NHS healthcare activities and the work undertaken by care homes is categorised as social care and not NHS healthcare.

Advice from the Department of Health and Social Care is that where NHS workers volunteer to work in care homes to assist the delivery of social care, indemnity cover should be via the care home's insurance arrangements.

### **I am a GP who is working from home carrying out remote consultations via telephone and online systems. Do I have indemnity cover for this?**

As long as you are providing primary medical services under one of the standard general practice contracts (GMS, PMS, APMS) for England, to a patient registered in England, then your location is not relevant for the purposes of indemnity cover.

By providing such a service, under such a contract, to such a patient, even if this is done remotely and via telephone and online systems, you are covered under the Clinical Negligence Scheme for General Practice (CNSGP).

## **I am a GP working in an English practice, consulting with patients in other UK countries. Does my state-backed indemnity cover consultations with these patients?**

The Clinical Negligence Scheme for General Practice (CNSGP) provides indemnity cover to all general practice staff providing NHS primary medical services under one of the standard NHS general practice contracts (GMS, PMS, APMS) for England, to patients registered in England. Therefore, provided your patient is registered in England, their current location is not relevant for the purpose of your indemnity cover. You are considered to be providing a primary medical service to the patient, as part of the health service in England, and are covered under the CNSGP in this situation.

GPs carrying out NHS services commissioned by the NHS in Scotland or Wales or by Health & Social Care in Northern Ireland are not covered by CNSGP.

We would like to remind all general practices that record keeping is extremely important during the response to Covid-19. We would ask that practices:

- ensure all decisions that change standard policies are documented;
- record how consent is obtained;
- encourage everyone to continue to document all key decisions they make;
- record details of any unusually busy or critical staffing periods;
- ensure a central and robust record of all staff (including temporary staff) is kept - where possible up-to-date contact details for staff should be available.

Helpful links:

<https://www.gmc-uk.org/ethical-guidance/ethical-guidance-for-doctors/good-medical-practice>

<https://www.nmc.org.uk/standards/code/record-keeping>

<https://www.rcgp.org.uk/covid-19/latest-covid-19-guidance-in-your-area.aspx>

<https://resolution.nhs.uk/services/claims-management/clinical-schemes/clinical-negligence-scheme-for-coronavirus/>

<https://resolution.nhs.uk/wp-content/uploads/2020/05/Clinical-negligence-and-covid-19.pdf>

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