

# General Practice Indemnity Scheme Scope for the CNSGP and ELSGP indemnity schemes

Providing an easily accessible scheme scope overview in table form for those who work in general practice

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## Section 1 - Executive summary

### 1.1 Introduction

The Clinical Negligence Scheme for General Practice (CNSGP) provides cover for NHS general practice clinical negligence liabilities arising from incidents occurring on or after 1 April 2019.

The scheme extends to all GPs and others working for general practice in respect of activities they are carrying out in connection with the delivery of primary medical services under a contract falling within Part 4 of the NHS Act 2006 (GMS, PMS and APMS arrangements). This includes primary medical services provided under an APMS ‘bolt on’ arrangement included in schedule 2L to an NHS standard contract. The scheme also extends to activities connected to the provision of other types of NHS services that fall within the definition of “ancillary health services” in regulation 2 of both the CNSGP and the ELSGP Regulations.

The Existing Liabilities Scheme for General Practice (ELSGP) provides indemnity cover for NHS clinical negligence claims made against current and former GP members of certain medical defence organisations (MDOs) in respect of liabilities arising from incidents occurring before 1 April 2019 (historical liabilities). Cover under the ELSGP is in respect of the same NHS services covered under the CNSGP (i.e. primary medical services and ancillary health services).

The ELSGP currently covers historical liabilities of those who were members of the Medical and Dental Defence Union of Scotland (MDDUS) or the Medical Protection Society (MPS) at the time the relevant incident occurred (i.e. the incident in respect of which a historical liability claim is made). This includes historical liabilities of such members arising from the acts and omissions of any person employed or otherwise engaged by them to carry out activities within scope of the scheme.

The historical liabilities of GPs and other general practice healthcare professionals who, at the time that a relevant incident occurred, were not members of the MDDUS or the MPS are not currently covered under the ELSGP and such GPs and healthcare professionals should continue to liaise with their MDO in respect of historical liability claims.

### 1.2 Terms

Throughout this guidance:

The term “ancillary health services” means NHS services, other than primary medical services, that fall within the definition of this term in regulation 2 of both the CNSGP and the ELSGP Regulations. See link below to the two sets of regulations.

The term “GP contract” means contractual arrangements for the provision of primary medical services made under Part 4 of the National Health Services Act 2006 (i.e. a GMS, PMS or APMS contract – including an APMS Schedule 2L ‘bolt on’ to an NHS Standard Contract) or a subcontract for such services to be provided.

The term “primary medical services” means NHS primary medical services which are provided under a GP contract

The term “relevant incident” means the act or omission giving rise to a liability (within scope of the CNSGP or the ELSGP) in respect of which a claim is made.

[The National Health Service \(Clinical Negligence Scheme for General Practice\) Regulations 2019 \(legislation.gov.uk\).](#)

[The National Health Service \(Existing Liabilities Scheme for General Practice\) Regulations 2020 \(legislation.gov.uk\).](#)

### 1.3 Summary overview of scheme scope

CNSGP	ELSGP
<p>Liabilities covered under the CNSGP are those where:</p> <ul style="list-style-type: none"> <li>the act/omission (incident) giving rise to the liability occurred on or after 1st April 2019;</li> </ul> <p>a claim is made for damages for personal injury or loss arising from a clinical negligence liability (see link to our guide to the legal rules that apply in clinical negligence - <a href="#">When compensation is due - NHS Resolution</a>);</p> <ul style="list-style-type: none"> <li>the incident arose in connection with the provision of: <ul style="list-style-type: none"> <li>(a) primary medical services or a subcontract for such services; or</li> <li>(b) ancillary health services; and</li> </ul> </li> <li>the incident was also connected to the activity of diagnosing, caring for or treating a patient (i.e. an incident that is part of the process of providing a diagnosis, care or treatment to a patient).</li> </ul> <p>See <a href="#">CNSGP Regulations</a> for full details</p>	<p>Liabilities covered under the ELSGP are those where:</p> <ul style="list-style-type: none"> <li>the act/omission (incident) giving rise to the liability occurred before 1st April 2019;</li> </ul> <p>a claim is made for damages for personal injury or loss arising from a clinical negligence liability (see link to our guide to the legal rules that apply in clinical negligence <a href="#">When compensation is due - NHS Resolution</a>) or other tortious liability (i.e. a liability arising from a civil wrongdoing where someone unfairly causes another person harm or loss but excluding any liability arising from a contractual obligation or non-compliance with any legislation)<sup>1</sup>;</p> <ul style="list-style-type: none"> <li>the claim is made against a person or body who, on the date that the relevant incident occurred was a member of the Medical and Dental Defence Union of Scotland (MDDUS) or a member of the Medical Protection Society (MPS);</li> <li>the incident arose in connection with the provision of: <ul style="list-style-type: none"> <li>(a) primary medical services or a subcontract for such services to be provided; or</li> <li>(b) ancillary health services; and</li> </ul> </li> <li>the incident was also connected to the activity of diagnosing, caring for or treating a patient (i.e. an incident that was part of the process of providing a diagnosis, care or treatment to patient).</li> </ul> <p>See <a href="#">ELSGP Regulations</a> for full detail</p>

<sup>1</sup> In addition to negligence (which is the most common tort) there are other types of common law torts such as breach of confidence, defamation or assault and battery. These other 'tortious liabilities' apply different legal tests to that which is required to establish negligence but will be covered under ELSGP where the remaining criteria are met.

**Please note, the scope tables at section 2 below should be read in light of the following information which has not been repeated in the table itself:**

**CNSGP covers clinical negligence liabilities only**

**ELSGP covers clinical negligence liabilities and other types of tortious liabilities** such as breach of confidence and misuse of private information (but **excludes liabilities arising from contractual obligations or for non-compliance with any legislation** e.g. breach of data protection legislation).

Liabilities covered under the ELSGP are those arising from the acts or omissions of a person or body who, on the date the relevant incident occurred, was a member of the MDDUS or the MPS. This includes historical liabilities of such members arising from the acts and omissions of any person employed or otherwise engaged by them to carry out activities within scope of the scheme.

- **For both schemes**, the claim must be one for personal injury or loss. A personal injury is physical injury/harm or a recognised psychiatric or psychological injury/illness – any claims for damages for mental harm (e.g. distress/anxiety/upset) falling short of this are not within scope of either scheme.
- **For both schemes**, the incident giving rise to a claim must be clinical in nature, i.e. connected to diagnosis, care or treatment. The incident must be one that is part of the actual process of diagnosing an illness or caring for or treating a patient.
- Neither scheme covers claims for statutory breaches; for example, claims arising from a breach of data protection legislation (GDPR, DPA 2018), the Human Rights Act 1998 or Equality Act 2010.

## 1.4 Services commissioned under an APMS Schedule 2L ‘bolt on’

Providers commissioned to provide a package of services under an NHS Standard Contract which includes the provision of primary medical services must ensure that all the primary medical services to be provided are specified in an APMS Schedule 2L ‘bolt on’ to that contract. Schedule 2L must be correctly completed as outlined in the guidance accompanying the NHS Standard contract (Provisions Applicable to Primary Medical Services Schedule 2L and Explanatory Note).<sup>2</sup> This is to ensure the contract is compliant with the APMS Directions in relation to the provision of primary medical services under NHS Standard Contracts.

Where Schedule 2L to an NHS standard contract does not specify all of the primary medical services to be provided under that contract, any claim for liabilities arising from the provision of primary medical services that are not included in that Schedule 2L cannot be considered under the CNSGP or ELSGP until amendments have been made to the contract to rectify this. This is because both the CNSGP and ELSGP regulations refer to primary medical services provided under a GP contract (i.e. GMS, PMS and APMS arrangements) not to services provided under an NHS standard contract, per se.

In these circumstances the provider against whom a claim is made should take all reasonable steps to rectify the contract, including contacting the commissioning body to agree amendments to the Schedule 2L APMS ‘bolt on’ as quickly as possible. Where it is not possible to amend the contract documentation, NHS Resolution will consider each claim on its individual facts to determine if any assistance is to be provided under the CNSGP or, as the case may be, the ELSGP.

## Section 2 – Scheme Scope tables

**These tables are for illustrative purposes and are not exhaustive.**

For the specific details of the scope of the CNSGP and ELSGP, we refer you to the [CNSGP regulations](#) and the [ELSGP regulations](#), as well as the [CNSGP and ELSGP scheme rules document](#). **In the event of any conflict, the regulations take precedence over the information in this scope table or the scheme rules.**

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<sup>2</sup> [NHS England » Schedule 2L](#)

## 2.1 Claims relating to personal data breaches<sup>3</sup>

Grounds on which claim brought Activity/role	Covered by CNSGP?	Covered by ELSGP*?	Further details
Breach of data protection legislation (statutory) <sup>4</sup>	No	No	This is not covered under CNSGP/ELSGP.
Personal data claims made on grounds of breach of contract	No	No	These are not covered under CNSGP/ELSGP.
Breach of confidence	No	Yes	Provided the claim is one for personal injury or loss resulting from the breach of confidence.
Breach of duty of care (negligence)	Yes	Yes	Provided the claim is one for personal injury or loss arising from a negligent act or omission on the part of the GP practice/contractor or member of staff which may, for example, have resulted in wrongful disclosure of personal data.
Misuse of private information	No	Yes	Provided the claim is one for personal injury or loss resulting from the misuse of private information.

<sup>3</sup> Please note that the scope table (CNSGP) published in February 2020 initially included an entry “Breach of Confidentiality (due to wrongful disclosure of personal data)” which stated that cover under CNSGP would apply where an alleged breach of confidence had occurred due to wrongful disclosure of personal data, resulting in personal injury or loss to a patient arising from or in connection with their diagnosis, care or treatment’. This entry was removed in later versions as the tort of breach of confidence, which applies a different legal test, is not within scope of CNSGP. The CNSGP only applies to ‘any liability in tort ... that arises as a consequence of a breach of a duty of care ...’ **and which meets the other criteria set out** in regulation 5(1) of the CNSGP Regulations. **Breach of confidence is a tort, but unlike negligence, it does not involve the breach of a duty of care.**

<sup>4</sup> <https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/personal-data-breaches/>

## 2.2 General

Activity / role	Covered by CNSGP?	Covered by ELSGP*?	Further details
Acute services – NHS Standard Contract	No	No	Acute services are covered under CNST for providers who are members of that scheme.
Administrative staff / receptionists	Yes	Yes	The schemes extend to clinical negligence on the part of all staff working for general practice (including administrative staff and receptionists) who are carrying out activities in connection with the delivery of primary medical services or ancillary health services.
Appraisers	No	No	Covered under NHS Resolution's Liabilities to Third Parties Scheme (LTPS) – provided that the organisation contracting with the appraiser is a member of the LTPS and agrees to accept liability for any negligence on the part of the appraiser.
Coil / implant fitting	Yes	Yes	<p>If they are being fitted as part of primary medical services provided under a GP contract or a sub- contract for such services.</p> <p>If not primary medical services, 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 that fall within the definition of ancillary health services.</p>
Cross-border GPs	Yes	Yes	Cross-border primary medical services provided under a GP contract (i.e. as part of the NHS for England) are covered under both CNSGP/ELSGP (i.e. the schemes cover primary medical services provided to patients who are resident in border areas in Wales/Scotland but who are

			<p>registered with and receive primary medical services from a GP practice in England).</p> <p>Other types of NHS services provided by general practice in England will be covered where those services fall within the definition of ancillary health services.</p> <p>See also <b>Remote Working</b></p>
Dispensing doctors	Yes	Yes	These services are provided under a GP contract.
Educators	Yes	Yes	<p>You will be covered in your role as an educator. The scheme will cover any activity that is connected with the provision of NHS primary medical services under a GP contract or sub-contract. This would include clinical supervision of students and 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 student or trainee when providing primary medical services under your supervision as a GP/Nurse educator within an NHS setting, then both you and the student/trainee will be indemnified under CNSGP/ELSGP.</p>
Emergency treatment	Yes	Yes	Under the terms of a GP contract (or sub-contract <sup>5</sup> ) medical services must be provided to any person, including registered patients and temporary residents, in an emergency situation; this is limited to such emergency treatment being provided within core hours and within the practice area, for example, a person who has

<sup>5</sup> Para 8.1.2 of the Standard GMS contract (October 2019). "The Contractor must provide: (b) appropriate ongoing treatment and care to all of the Contractor's registered patients and temporary residents taking account of their specific needs including: (iii) primary medical services required in core hours for the immediately necessary treatment of any person to whom the Contractor has been requested to provide treatment owing to an accident or emergency at any place in the Contractor's practice area..." This provision is replicated in the PMS contract, APMS agreement and APMS bolt on in Schedule 2L by reference to regulation 17 or regulation 17(7) of the GMS Contract Regulations 2015/1862.

			<p>collapsed in the GP contractor's practice area.</p> <p>Emergency treatment provided in these types of circumstances will be covered.</p> <p>However please note entry under <b>Good Samaritan Acts</b> which are not covered under CNSGP/ELSGP.</p>
Good Samaritan Acts	No	No	<p>Provision of medical services in an emergency situation outside of a GP contract or sub-contract is not covered under CNSGP/ELSGP. For example, emergency treatment provided to a passer-by when off duty and/or not within a GP contractor's practice area will not be covered.</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 Extended Role (GPwER) (this includes those previously referred to as GPwSI)	Yes	Yes	<p>If the services of the GPwER are provided under a GP contractor sub-contract, they will be covered by CNSGP/ELSGP</p> <p>If not under one of the above contracts, cover may be provided if the services fall within the definition of ancillary health services.</p>
Hospices	Yes	Yes	<p>If GPs or other general practice staff are providing primary medical services to a hospice under a GP contract or other NHS services that fall within the definition of ancillary health services, these services will be covered by CNSGP/ELSGP</p>
Integrated urgent care (IUC) services delivered under Schedule 2L 'APMS bolt on' to an NHS Standard Contract	Yes	Yes	<p>Integrated urgent care services delivered by general practice under Schedule 2L of an NHS Standard Contract are covered as these are primary medical services.</p>

Requests for information from the Department for Work and Pensions (DWP) that GPs are required to provide under a GP contract or sub-contract	Yes	Yes	<p>The provision of information to DWP in support of claims for benefits is covered but <u>only</u> where the provision of such information is required to be provided under a GP contract or sub-contract.</p> <p>Please note next entry and also <b>Safeguarding reports/requests for information from the Local Authority</b></p>
Medical reports/requests for information from the Department for Work and Pensions (DWP) that are not required to be provided under a GP contract or sub-contract	No	No	<p>Providing medical reports and/or information to DWP that are not required to be provided under a GP contract or sub-contract is not an activity covered under CNSGP/ELSGP as such provision is not a service provided as part of the NHS, whether under a GP contract or other NHS contract.</p> <p>See also <b>Safeguarding reports/requests for information from the Local Authority</b></p>
Ministry of Defence (MoD) commissioned and provided healthcare	No	No	<p>MoD indemnity arrangements for healthcare professionals are not within scope of CNSGP/ELSGP You should contact your locum agency and MDO or other indemnity provider.</p>
Minor surgery	Yes	Yes	<p>If these activities are being undertaken as part of primary medical care services provided under a GP contract for such services, you will be covered under CNSGP/ELSGP.</p> <p>If not undertaken under a GP contract, cover may be provided if the services fall within the definition of ancillary health services. For example, an NHS trust, commissioned by an Integrated Care Board (ICB) to provide vasectomy services, sub-contracts the vasectomy services to a GP practice. The vasectomy services</p>

			would be covered under CNSGP/ELSGP if they fall within the definition of ancillary health services.
NHS services following private treatment	Yes	Yes	<p>Any primary medical services provided under a GP contract or any other NHS services that fall within the definition of ancillary health services that are provided to a person, even if they have previously been treated privately for the same condition are covered.</p> <p>For example, clinical negligence cover is available under the CNSGP/ELSGP for suture removal by a GP practice (for example, following private cosmetic surgery) and blood tests provided as part of the primary medical services provided by general practice even where the results of the blood tests are relevant to or are to be relied upon for the purposes of ongoing private treatment.</p>
NHS 111 service	Yes	Yes	<p>If the NHS 111 services are provided by general practice, they would be covered if provided under a GP contract or sub-contract (including any Schedule 2L APMS bolt on to an NHS standard contract).</p> <p>If not provided under one of the above contractual arrangements, cover may be provided if the services fall within the definition of ancillary health services.</p>
NHS 111 service – NHS Standard Contract	No	No	These are generally covered by the Clinical Negligence Scheme for Trusts (CNST), provided that the main contract-holder is a member of the CNST and consequently clinicians engaged by a trust to provide these services will be covered under CNST

Occupational Health tests/injections (including flu injections) arranged by a GP practice/contractor for staff for the purposes of their employment	No	No	Occupational health tests/injections are not covered, as such tests/injections are the responsibility of the employer as part of occupational health arrangements.  An exception to the above is flu vaccinations provided to staff under the seasonal influenza vaccination programme enhanced service for the 2024/25 flu vaccination season. See our CNSGP FAQs for up-to-date information.
Out of hours (OOH) <sup>6</sup>	Yes	Yes	Stand-alone out of hours primary medical services are commissioned under an APMS contract and so are covered under CNSGP/ELSGP.
Paramedics	Yes	Yes	Paramedics working in a general practice setting, undertaking NHS activities under a GP contract, will be covered in respect of such activities. If paramedics are not working under a GP contract, they will only be covered if they are providing other NHS services that fall within the definition of ancillary health services.  CNSGP/ELSGP does not however cover the role of a paramedic if the activities are being carried out in their usual acute-based role (e.g. for a hospital) outside of general practice.
Pharmaceutical services (community pharmacy)	No	No	These services already have a system of cover.
Pharmacists	Yes	Yes	Pharmacists working in a general practice setting, undertaking NHS activities under a GP contract, will be covered under CNSGP/ELSGP in respect of such activities. If not working under a GP contract, the

<sup>6</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.

			pharmacists will only be covered if they are providing other NHS services that fall within the definition of ancillary health services.
Practice nurses	Yes	Yes	<p>If you are a practice nurse working in general practice you will be covered under CNSGP/ELSGP for any activity carried out by you in connection with the provision of primary medical services under a GP contract.</p> <p>If the activity is not carried out under a GP contract, cover may be provided if the NHS services being provided by your general practice fall within the definition of ancillary health services.</p> <p>If you are a practice nurse who is employed by a health service provider who holds an APMS contract but whose principal 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//ELSGP– not any other type of NHS activities you carry out for that employer.</p> <p><b>Please note that under ELSGP you will have to have been working for an MDDUS or MPS member, who was a beneficiary under that scheme for indemnity to apply unless you were a member of one of these organisations in your own right.</b></p>
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	Yes	Staff carrying out activities for GP practices which are part of a PCN will be covered, 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/ELSGP. Cover extends to services delivered under these contracts.

Public health services	Yes	Yes	<p>This is only if the public health services are provided as part of the NHS and are services that fall within the definition of ancillary health services.</p> <p>This includes public health services provided by general practice under arrangements with local authorities exercising public health functions under the NHS Act 2006 or where such services have been commissioned to be delivered or arranged by local authorities as part of the NHS.</p> <p>For example:</p> <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 to 5;</li> <li>• Dealing with health protection incidents, outbreaks and emergencies.</li> </ul>
Public liabilities and other business or professional liabilities	No	No	Not covered
Registrars (GPST) & Trainees (FY2 rotation in general practice)	Yes	Yes	<p>A GP Registrar or Trainee undertaking a GP placement will be covered for any activity connected with the provision of primary medical services under a GP contract or other NHS services provided by general practice in England that are within the definition of ancillary health services.</p> <p>Where GP Registrars and Trainees undertake any clinical work during their training in organisations which are not providing healthcare services as part of the NHS in</p>

			<p>England, such work would likely fall outside the scope of CNSGP/ELSGP and CNST. In these circumstances alternative indemnity arrangements may be required through a Medical Defence Organisation (MDO) or alternative provider.</p> <p>HEE currently funds Medico-Legal and Good Samaritan indemnity cover for GP Specialty Trainees which is provided by MDOs.</p>
Remote working	Yes	Yes	<p>Clinical negligence arising during the course of activities undertaken remotely (including working remotely whilst abroad - subject to any regulatory requirements) as part of the primary medical services provided by general practice under a GP contract in England (GMS, PMS, APMS) or as part of other NHS service provision by general practice that falls within the definition of ancillary health services, is covered. This is because indemnity under the schemes is linked to the GP contract rather than to a location.</p>
Research – design	No	No	<p>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.</p>
Research - implementation	Yes	Yes	<p>Clinical negligence arising during the course of research activities undertaken as part of the primary medical services provided by general practice under a GP contract or as part of other NHS service provision by general practice that falls within the definition of ancillary health services, is covered. So if, for example, a doctor negligently misreads a dose in the trial documentation and administers</p>

			too much of a drug which causes harm to patients, any clinical negligence on the part of the doctor is covered.
Requests for information/reports for safeguarding purposes received from Local Authorities, CCGs, the police ('safeguarding partners' under the Children Act 2004) or Safeguarding Adults Boards (SAB)	Yes	Yes	<p>Provision of information for safeguarding purposes pursuant to the duty placed on GP practices/contractors under the Children Act 2004 and Care Act 2014 will be covered under CNSGP/ELSGP</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	Yes	<p>Where these activities are carried out as part of the NHS services provided by general practice under a GP contract, they will be covered. For example, where a GP carries out Section 12 activities in 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 GP contractor, they will also be covered where this is provided as part of the primary medical services provided by the practice under a GP contract or are NHS services that fall within the definition of ancillary health services.</p> <p>Section 12 activities carried out for an NHS trust are not likely to be covered under CNSGP/ELSGP 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	Yes	All services provided in a secure environment that are delivered under a GP contract are covered.
Temporary residents	Yes	Yes	GP practices providing primary medical services under GP contracts to temporary residents are covered under CNSGP/ELSGP.
Travel vaccinations (advice)	Yes	Yes	Advice (which includes advice given in relation to consent by a patient) on all travel vaccinations and immunisations – regardless of whether the patient pays for the vaccination or not – is covered by CNSGP/ELSGP.
Travel vaccinations (supply and administration – no charge to patient)	Yes	Yes	Travel vaccines and immunisations listed in the GMS Contract Guidance that are funded by the NHS are covered under CNSGP/ELSGP, including the supply and administration of these vaccines.
Travel vaccinations (supply and administration – paid for by patient)	No	No	Separate indemnity cover will need to be arranged to cover the supply and administration of travel vaccinations and immunisations to a patient, where the patient is required to pay. <sup>7</sup>
Video Group Clinics	Yes	Yes	NHS primary medical services provided under a GP contract and delivered through a digital platform (as opposed to face to face group consultations) are in scope of CNSGP/ELSGP.  Please note claims for ‘Third Party’ data breaches (e.g. third party cyber hacking) for this method of service

<sup>7</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.

			delivery fall outside the scope of CNSGP/ELSGP. Practices will require separate insurance or indemnity cover for any such claims.
Volunteers working in general practice (providing care or treatment or undertaking activities in connection with diagnosis, care or treatment under supervision)	Yes	Yes	A volunteer who is engaged or permitted by a GP practice to carry out activities connected with diagnosis, care or treatment, which is connected to the provision of primary medical services under a GP contract will be covered under the CNSGP/ELSGP or, if not covered under such contracts, will be covered only if the NHS services fall within the definition of ancillary health services provided by the GP practice.
Volunteers (activities not related to diagnosis, care or treatment)	No	No	Activities not carried out in connection with the provision of primary medical services under a GP contract or not related to the diagnosis, care or treatment of a patient (for example, escorting a patient to an ambulance) are not covered under CNSGP/ELSGP. GP practices should, therefore, ensure they have appropriate public liability insurance arrangements in place for such activities.

## Section 3 - Other useful information

### 3.1 When and how to report a claim

The [general practice indemnity claims reporting guidelines](#) will help you to know when and how to report a claim. You may also find helpful [our flowchart](#) illustrating who to contact when reporting a claim.

### 3.2 Support for healthcare staff

We recognise that being involved in an incident that may lead to a claim can be distressing. Please refer to the section [Support for healthcare staff](#) on our website. Here you will find links to a whole range of organisations that NHS healthcare staff can access for support.

### 3.3 Enquiries – contact details

In the event you have not found what you were looking for in the scope tables above or following a review of the materials available on the General Practice Indemnity pages of our website you can raise a scope enquiry by:

Email: [nhsr.cnsqp@nhs.net](mailto:nhsr.cnsqp@nhs.net) or [nhsr.elsgp@nhs.net](mailto:nhsr.elsgp@nhs.net)

Phone: 0207 811 6212

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*This document is kept under regular review and will be updated as required.*