RCN indemnity scheme for the self-employed, volunteers and Good Samaritans

The following information is generally valid until 30 December 2024. Any future changes to the terms below shall be notified, in advance, to all RCN members before taking effect.

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What is ‘indemnity’?

‘Indemnity’ is the term used to describe the financial backing available to cover the costs of a clinical negligence claim against you.

The RCN indemnity scheme is a discretionary contractual indemnity arrangement, rather than a policy of ‘insurance’. Provided certain conditions are met, and subject to exclusions (all outlined below), we have the discretion to pay the financial costs of a compensation claim against you for clinical negligence (including the costs of defending the claim).

The compensation may include:

- non-financial loss (such as physical or mental harm suffered by the patient)
- financial loss associated with the injury (such as cost of future care, lost wages)
- legal costs.

The RCN scheme covers eligible members up to a maximum of £3 million for any one claim. Where more than one member is involved in the same incident, the RCN’s liability will be limited to £3 million in respect of all claims arising from that incident.

In the event of a claim against you, the RCN legal department or solicitors appointed by us will investigate the circumstances, including your membership history and arrangements, to ensure that the relevant conditions of the scheme were satisfied at the time of the incident, and that none of the exclusions were applicable.

For the avoidance of doubt, any payment under the scheme is entirely at the discretion of RCN Council, and subject to the rules set out below. We also reserve the right to withdraw cover under the scheme given a member’s claims history.

Please also note that to benefit from the scheme you must be in membership at the time of the incident giving rise to the claim. The important date for eligibility will therefore be the date of the incident, not the date the claim is lodged or when you first become aware of the patient injury/complaint.

What confirmation of cover can we provide?

If you need ‘confirmation of cover’ from us, we can confirm that you would be covered provided you meet the terms and conditions as outlined in this document. We can also provide you with a ‘Confirmation of Membership’ letter which you can give to third parties to prove you are a member of the RCN. Provided you meet the terms and conditions of the scheme, this should be sufficient evidence for you to confirm cover to third parties and the NMC.

Does eligibility under the RCN scheme affect my entitlement to other member benefits?

No. RCN indemnity is one of a wide range of member benefits. Even if the RCN indemnity scheme is not available to you, you can still access a wide range of other services including workplace support, learning resources, professional forums and member discounts.

So, even if you don’t qualify for RCN indemnity, we’re still here for you.

Checklist: am I covered?

Generally, the RCN scheme could cover the following groups of members:

- self-employed members
- members who don't work under a contract of employment (such as agency or bank workers)
- volunteers
- those acting in a Good Samaritan capacity.

However, it is very important that these groups of members check the terms and conditions of the scheme (as outlined in this document) to ensure they are covered.

Here is a checklist to help you decide whether the RCN indemnity scheme applies to you:

	Yes/No
Are you in the right category of RCN membership? (see section 1)	
Are you working under a contract of employment? (see section 2 generally) (Agency/bank workers: see sections 2 and 3) (Self-employed members: see section 3) (Volunteers: see section 4)	
Do you meet the general conditions of the scheme? (see section 5)	
Do any exclusions apply to your work? (see section 6)	
Are you providing a health and social care service that is deemed acceptable under the scheme? (see section 7 and 8)	

Section 1: Categories and sub-categories of membership

There are three main categories of membership:

- Nurse (for nurses and midwives)
- Nurse Support Worker (for Nursing Associates*, Trainee Nurse Associates* health care assistants, assistant practitioners and other support workers)
- Student (for student nurses and student midwives)

Within each category, there are specific sub-categories. Not all membership sub-categories include RCN indemnity cover as a benefit.

For example, you will not be covered if you are in the Retired or Voluntary Break sub-categories of membership. Furthermore, as we only provide indemnity cover for members in full/first year discount membership, you will not be covered by the RCN if you have Joint membership between the RCN and the RCM/UCU/EIS; please check your eligibility for indemnity cover with them.

You can check your membership at www.rcn.org.uk/myrcn and use Appendix 1 to determine your eligibility.

*Please note, our categories of membership are currently under review. In the interim, Nursing Associate and Trainee Nurse Associate members will be included under the Nurse Support Worker category of membership and will need to meet the Nurse Support Worker criteria under Section 7 of the scheme in order to be eligible for RCN Indemnity cover.

Section 2: Contracts of employment

You will **not** be covered by the RCN scheme for your practice under a contract of employment, whether working in the NHS, non-NHS public sector, or independent health care sector[1].

If you are unsure whether you are an employee, please check any written contract/paperwork you have, and ask your 'employer' to clarify your position. Ultimately, however, the RCN will determine whether you are an employee for the purposes of the scheme. We apply our own analysis based on expert employment law advice as determined by case law to ascertain your actual employment status. We consider a range of factors including:

- any contractual documents;
- whether you were obliged to accept work assignments from the relevant 'employing' organisation and, conversely, whether the latter was obliged to offer such work (known as 'mutuality of obligation');
- the degree of control exercised by the employing organisation;
- permanency of the hours and place of work;
- tax, insurance and corporate arrangements;
- the ability to work elsewhere;
- provision of holiday, sick leave and pay;
- any disciplinary, grievance and other terms routinely provided for in contracts of employment;
- substitution clauses (i.e. the worker is entitled to provide a substitute when unavailable for work);
- who supplied any relevant equipment and uniform.

[1] There is one very limited exception to this – please see the section 'Exception for paid-for travel vaccinations in General Practice' below (page 5).

Vicarious liability

Both public sector employers and independent sector employers (including in General Practice) have 'vicarious liability' for the actions of their employed staff. This means that employers have legal responsibility for tasks carried out or actions taken by their employees, connected with their employment. An injured patient or client will therefore ordinarily direct the claim to the employer.

To cover the risks of a claim, employers will arrange appropriate indemnity/insurance cover for their organisation and staff. For example, in the NHS in England this is through the Clinical Negligence Scheme for Trusts (CNST) or Clinical Negligence Scheme for General Practice (CNSGP), administered by NHS Resolution. In Scotland, NHS workers will be covered by the Clinical Negligence and Other Risks Scheme. In Wales, cover will be provided by the Welsh Risks Pool (for Trusts and Health Boards) and General Medical Practice Indemnity (GMPI). A risk pooling scheme is in place for Trusts in Northern Ireland. Likewise, employers in the independent health care sector will make similar arrangements through an indemnity/insurance company.

For this reason, the RCN scheme does not apply to a member's work under a contract of employment, as this should be covered by the employer's arrangements.

If you undertake health care work outside of your employment, your employer's vicarious liability won't apply and the RCN scheme will cover you for that work, subject to the rules set out below. For example, where no other organisation has vicarious liability, the RCN scheme will cover you for voluntary or charitable work, or if acting in a 'Good Samaritan' capacity (subject to the conditions and exclusions set out below). Likewise, if you undertake self-employed work you will be covered, subject to the conditions and exclusions set out below.

In summary:

- employers will always have legal responsibility for the actions of their employees at work
- all health care employers should have insurance/indemnity arrangements in place to cover employees in the event that something goes wrong.

Therefore:

- personal cover (such as that provided by the RCN scheme) is not necessary for employees in relation to their employment, and
- the RCN scheme does not apply as the employing organisation is vicariously liable for the actions of its employees.

Exception for paid-for travel vaccines in General Practice

Professional indemnity for the provision of travel vaccines in General Practice is provided by the CNSGP in England or GPMI in Wales – except where the vaccinations are paid for by the patient.

The RCN indemnity scheme has been extended to cover both *employed* and self-employed members providing paid-for travel vaccinations in General Practice settings otherwise covered by the CNSGP/GMPI, subject to the terms and conditions outlined in this document. This extension of the scheme applies from 1 April 2019 for members in Wales and 1 August 2019 in England.

Please note: COVID-19 vaccinations provided for travel purposes are excluded from the RCN scheme.

Disputes with your employer regarding indemnity cover

If you are having difficulties with your employer over who provides indemnity cover, you should contact us on 0345 7726100 for further support. Examples include where your employer is forcing you to arrange your own personal indemnity cover for employed work or expects you to pay for cover through

another provider. Your employer may also suggest you need ‘additional’ cover for advanced practice (including prescribing). This is not acceptable and further advice should be sought from us.

Section 3: Working on a self-employed basis or running your own business

The RCN scheme will cover you in your own business, subject to the general conditions and exclusions in this document, and providing you are undertaking a health and social care activity acceptable under the RCN scheme.

A self-employed member may operate as a sole practitioner, as a locum, in a partnership, or through a limited company. You fall within the category of self-employed member if you have any ownership or control of the limited company, even if you are also employed by the limited company.

You'll also fall in the category of ‘self-employed’ if you are 'employed by no-one'; for example, you work under a contract for services (rather than a contract of employment) or you work solely on an ad-hoc agency or bank basis.

Business insurance

The RCN scheme provides you with personal cover in relation to the performance of a health or social care service, when that performance results in *physical or mental harm* or damage and *associated* financial loss to a patient/client.

The scheme **will not cover all liabilities that could potentially be incurred by your business** (including ‘public liability’ of any sort), so please take independent advice to ensure you have in place all the insurance you need to operate your business safely and lawfully.

If you find that the RCN scheme is only applicable to some aspects of your business, it may be more appropriate for you to seek cover elsewhere. There are a number of insurers that could be able to insure all of your business activity under one policy. The RCN cannot provide members with recommendations for alternative providers.

Employing or ‘engaging with’ others
The RCN indemnity scheme is a benefit of RCN membership, i.e. personal to you as a member. People who are not RCN members will not be covered by the scheme.

You will be excluded from the RCN scheme if you at any time:

- employ other health care workers under a contract of employment, whether or not they are RCN members
- engage in your business (i.e. on a self-employed or independent contractor basis) other health care workers who are not RCN members, to perform tasks for the business.

In the above circumstances, you will need to make your own arrangements to insure your business (including your own practice in the business). You should note that this exclusion applies irrespective of whether the other health care worker was involved in the care of the patient or client who is now suing you. You are free to work alongside other health care workers, but if they form part of your business at any time, then this exclusion will apply.

If the other health care worker(s) involved in your business are all RCN members, practicing as independent contractors, then no difficulties should arise – if they also meet the conditions of the RCN scheme, you and they will be covered. It is therefore important that each individual RCN member checks this document carefully.

If you are unsure of how the above applies to your business, please contact us on 0345 772 6100.

Company Directors
If you are a Director of a healthcare business, the RCN scheme will no longer apply to your practice in that business should you engage a health care worker as another Director. However, engaging another Director who is not a health care worker (for example a Finance Director or Company Secretary) is permissible and would not affect your personal eligibility for cover under the RCN scheme.

Nurse partners
You are covered by the indemnity scheme only if your self-employed business partner(s) are all self-employed RCN members.

You will not be covered if you are entering into a partnership with another health care practitioner who is not an RCN member. You will need to arrange cover for your potential liability for the actions of your partners and staff, through a medical defence organisation or other insurer.

Agency or bank work and umbrella companies
The indemnity arrangements of members working for agencies or staff banks vary. It is important that you check your paperwork carefully; if you are in fact an employee of the agency/bank or end user you will be excluded from the RCN scheme (see section 2 above).

If you are contracted to an 'umbrella company' it is very likely that your contract with that company is a contract of employment, and you will therefore be excluded from the RCN scheme for the same reason. Some umbrella companies provide their own indemnity cover, others do not. Check your paperwork carefully; if you use an umbrella company that does not provide you with indemnity cover, you will need to find cover from another provider.

Alternatively, the bank/agency or end user may have arranged cover for you already. For example, agency workers placed in NHS workplaces (including in General Practice in England and Wales) will be covered by the NHS indemnity arrangements. Therefore, you should also check with the bank/agency what arrangements are in place for you. If you already have indemnity cover for clinical negligence claims through another provider, you do not need clinical negligence cover under the RCN indemnity scheme, nor will the scheme apply to you. However, you'll have the benefit of our professional and legal support and representation as normal.

If the bank/agency or end user is not providing cover for you, the RCN scheme will generally apply to you, subject to the terms and conditions as explained throughout this document and provided no contract of employment exists between you and the agency/bank or end user.

Please ensure you check your paperwork carefully and call us on 0345 7726 100 if you are unsure of your employment status.

Section 4: Voluntary work

The RCN scheme will generally cover members who work in a genuine voluntary capacity, subject to the general conditions and exclusions in this document, and providing you are undertaking a health and social care activity considered acceptable to the RCN scheme. This will include voluntary work undertaken overseas, with the exception of the USA and Canada.

It is common for practitioners to use 'voluntary' posts for their professional development or to complete the required number of clinical practice hours. Any member wishing to make such an

arrangement must ensure they are awarded an honorary contract with the organisation they will be working for (such as an NHS Trust). This is to ensure they are covered by the indemnity arrangements applicable to that workplace.

Section 5: General conditions

All members who seek indemnity cover from the RCN scheme must satisfy the following general conditions.

Professional standards
You must:

- have undertaken appropriate training which ensures that you can demonstrate competence in your area of practice (i.e. have the knowledge, skills and experience to perform the task or role to the appropriate standard of care)
- work within the scope of recognised best practice
- work within the law
- observe the NMC Code (if registered), and any other published standards that apply to your area of practice. If you are registered, you remain bound by the NMC Code even if the role you are undertaking does not require you to be a registrant.

Practical considerations
You must also:

- notify the RCN, as soon as possible, of any circumstances known to you that may give rise to a claim
- notify the RCN, as soon as possible, of any claim against you for clinical negligence
- act in good faith in all your dealings with the RCN
- co-operate with the RCN in providing information/documentation when requested to do so by us
- not, without the prior written consent of the RCN, admit any legal liability for a claim or settle a claim in respect of which the RCN may be asked to indemnify you (which is not the same as offering an apology for the care given).

Section 6: Exclusions

The scheme will **not** cover you:

1. to the extent that you are already entitled to indemnity under a policy of insurance or contractual indemnity
2. in respect of work done under a contract of employment. (Please note: this exclusion applied for members employed by a general practitioner, partnership of general practitioners or limited company managed, controlled or owned by a general practitioner, from 1 January 2012. It was extended to all members working under a contract of employment from 1 July 2014). There are special considerations for paid-for travel vaccinations in General Practice settings – please see section 2 above.
3. if a claim is made against you relating to the provision of professional services by another person who is not a member of the RCN
4. in respect of a claim arising from the provision of a health and social care service which is not deemed acceptable to the RCN
5. for any incidents that happened when you were not a member of the RCN or in a category/sub-category of membership that does not include indemnity cover

6. in respect of any trading or personal debt incurred by you; any fine or civil or criminal penalty; or any punitive, aggravated, additional or exemplary damages; any indirect or consequential loss, or loss of profits or of earnings by you
7. in respect of any claim or circumstances arising in any way from your insolvency or bankruptcy
8. in respect of any claim or circumstance arising in any way from proven (e.g. at court) or admitted criminal activity
9. in respect of a claim or circumstance arising in any way from proven (e.g. at court, tribunal, or before a professional regulatory body) or admitted sexual harassment, sexual misconduct, or unlawful discrimination
10. in respect of any claim or circumstance arising in any way out of your deliberate intent to cause harm, or your fraudulent, dishonest, malicious or reckless act or omission
11. in respect of a claim or circumstances arising in any way out of the ownership, lease, use or occupation or state of any premises or anything done or omitted to be done in respect of the state of any premises
12. in respect of a claim arising out of the manufacture, distribution, sale or use of any products
13. in respect of any claim arising from allegations of defamation
14. in respect of any claim arising from any material published or broadcast by you or on your behalf to which you have contributed in any way
15. in respect of aesthetic or cosmetic therapies. This exclusion took effect from 1 July 2014
16. if your negligence causes only a financial loss, not associated with any injury. (Please note: if you are a nurse expert witness for litigation purposes, or providing occupational health nurse services, this exclusion does not apply. You could therefore be covered for 'pure' financial losses provided the claim arises within the European Union)
17. if you are a self-employed (or 'independent') midwife providing intrapartum care. However, if you are providing only antenatal or postnatal care or parent education, you are covered subject to the usual conditions and exclusions, set out here. Student midwives are not covered for intrapartum care.
18. in respect of stand-alone lactation consultancy.
19. in respect of fetal scanning (ultrasound). This exclusion took effect from 1 July 2013.
20. if you are self-employed and employ in your business other health care workers (irrespective of whether or not they are members of the RCN), or engage in your business other health care workers, as independent contractors, who are not also RCN members
21. if you work or are resident in the USA or Canada or where legal proceedings arise in either country
22. in respect of any claim or loss arising from HIV infection or Hepatitis Non A
23. in respect of any clinical practice carried out by a midwife (or nurse) which includes an incision of any kind e.g. circumcision and frenulectomy.
24. in respect of any claim or loss arising from testing for SARS-CoV-2 or COVID-19.
25. In respect of any claim or loss arising out of the administration of any individual vaccination or vaccination programme for SARS-CoV-2 or COVID-19.
26. for any cyber incident, resulting from or in connection with any cyber attack; hacker; social engineering communication or any fear or threat of these. This exclusion took effect from 31 December 2023.

Section 7: Health and social care services acceptable under the RCN scheme

Health and social care services acceptable under the RCN indemnity scheme are those which:

- are clearly aimed at addressing a patient or public health or social care need
- demonstrate how the practitioner is being personally accountable for their actions and omissions in their practice

- are evidence-based or widely accepted professional practice for the care or support of others or their families.

There are some health care practices that are *generally* 'accepted practice', but are not covered under the RCN scheme. See section 8 for more details.

Registered nurses and midwives must also demonstrably address the requirements of the NMC Code, for example:

- making the care of people your first concern, treating them as individuals and respecting their dignity
- working with others to protect and promote the health and wellbeing of those in your care, their families and carers, and the wider community
- providing a high standard of practice and care at all times
- being open and honest, acting with integrity and upholding the reputation of not only your profession (if you are a registered practitioner) but also of the wider health care worker community.

Specific groups

Midwives

Please note that the RCN indemnity scheme is **not** a benefit of the RCN/RCM joint membership category. A midwife needs to be a full RCN member to benefit from the RCN indemnity scheme.

Self-employed midwives providing antenatal/postnatal care and parent craft classes will be covered by the scheme provided they meet the other conditions as explained throughout this document.

The scheme does not cover:

- self-employed (or 'independent') midwives, and student midwives, providing intrapartum care (i.e. care during labour and delivery)
- fetal (ultrasound) scanning
- stand-alone lactation consultancy.

The 'good Samaritan' cover does not extend to a midwife providing antenatal care for a pregnant woman who suddenly goes into labour.

Nurse Support Worker members

To be eligible for indemnity cover, nurse support worker members must have their work delegated by a registered nurse, midwife or health visitor. They must also:

- have completed appropriate training/education for the service to be delivered (as approved by relevant body/bodies) and have demonstrated their competence by assessment of their performance
- confirm that they are competent to perform the service and maintain this competence throughout the period of indemnity.

A nurse support worker member should not be making stand-alone clinical judgments. They should be working within clear protocols and guidelines at all times. To have the benefit of RCN indemnity cover, self-employed nurse support worker members must be working in an environment that allows for this delegation.

Students[2]

Student placements
When working on placement for a health care organisation in the UK, arranged through a university, student members will generally be covered by the health care organisation's indemnity arrangements. However, the RCN scheme will apply if the organisation doesn't cover you. Student midwives are not covered if the practice is excluded under the RCN scheme for self-employed midwives (see above for more information).

If you are looking to undertake an elective placement with an independent sector organisation in the UK, the placement provider may have already arranged cover for you. If they have not arranged this cover and have asked you to arrange your own, the RCN scheme will cover you provided you meet the general conditions as explained throughout this document.

Paid work as a health care assistant or similar
If undertaking paid work as a health care assistant or similar, student members will be covered by their employing organisation. If your employer disputes this, please contact us on 0345 7726100.

Elective placements overseas
The RCN scheme will cover student members wishing to undertake elective placements abroad, subject to the conditions and exclusions explained above, and provided you are undertaking a health and social care activity acceptable under the RCN scheme.

Please note that the scheme's territorial cover does not extend to any claim made in either the United States of America or Canada, irrespective of where the alleged negligence occurred.

Section 8: Specific practices, procedures and treatments

This section contains comments about specific practices that frequently attract queries. There is no value judgement being made about a practice that is not covered. These comments are simply to assist members to know whether a particular practice may be covered under the Scheme.
It is also is important to consider:

- Your scope of competence – are you suitably trained to carry out this practice?
- Whether you have the right authority and responsibility – is this included in your job description and does local policy allow for this?

The RCN scheme may extend to the following providing the additional considerations are taken into account and the additional conditions met.

Procedure or practice	Additional considerations/conditions (where relevant)
Complementary therapies	The RCN believes that complementary therapies should be used alongside - but never replace - the treatment offered by clinicians as there are very few high-quality studies about the effectiveness of such treatments. Therefore, the RCN scheme covers a limited number of

[2] In this section 'students' includes both members in the Student category of RCN membership and full members undertaking postgraduate study (through an educational institution) to gain a qualification in health care or a NMC-approved Return to Practice course.

	complementary therapies within an acceptable health or social care service – *but not in isolation*. The RCN only provides cover for the following complementary therapies, used as part of a health and social care service: • acupuncture • hypnotherapy • using essential oils within recognised health or social care settings • massage (note: members must also hold an accredited qualification in massage at level three or above on the National Qualifications Framework. Their qualification must be in the type of massage they are performing; for example, if they have a qualification in sports massage the RCN will not cover them for Swedish massage). To be covered a member must have a recognised qualification in the complementary therapy also. Please note: the scheme does not cover homeopathy.
Counselling and psychotherapy	The RCN scheme does cover members who apply counselling and psychotherapy techniques providing they have undertaken a properly certified course of study. The scheme also covers members who practice as counsellors or psychotherapists in addition to any other role they may hold as a nurse or health care practitioner provided they meet the previous criteria. Furthermore, members must be receiving adequate clinical supervision for their counselling or psychotherapeutic activities. The scheme will only cover members who are practising psychological therapies which are evidence-based. Examples of counselling/psychotherapy that are covered by the RCN scheme: • cognitive behavioural therapy (CBT) • eye movement desensitisation and reprocessing.
Exercise classes	Exercise classes that are carried out in pursuit of a health-related objective will qualify for cover under the RCN scheme subject to the general conditions and exclusions outlined above and also to the member having completed a properly certified course. A care plan must exist for each member of the class. Classes available to the public without the presence of an individual care plan (e.g. in leisure centres and sports centres) are not covered. The above also applies to antenatal exercise classes provided by registered midwives, subject to both the general criteria of the scheme and the exclusion of cover for independent midwives providing intrapartum care (care during labour and delivery).
Expert witnesses	RCN members practising as nurse or midwife expert witnesses for litigation purposes (i.e. providing an expert opinion on the practice of another nurse) will be covered, as long as above exclusions and conditions are met, along with the following additional criteria. The expert:

	• should have a written contract with the instructing party once an agreement is reached that the expert is appropriate • should have undertaken relevant training including report writing, courtroom skills and procedures • must be able to demonstrate a level of expertise appropriate to the type of nursing/midwifery practice undertaken by the nurse/midwife who is party to the proceedings • must adhere to court guidance in acting responsibly as an expert. Please note that the general exclusion relating to pure financial loss in section 4 does not apply in the case of expert witnesses. In other words, the RCN scheme would cover expert witnesses even if their negligence causes only a financial loss, not associated with any injury.
First Aid	The RCN draws a distinction between *planned* and *unplanned* first aid. Unplanned first aid refers to an RCN member acting in a Good Samaritan capacity to provide immediate basic care to an injured person in an emergency situation. The RCN generally covers members carrying out Good Samaritan activity in these circumstances, provided they are acting within their sphere of competence. Planned first aid refers to an RCN member offering first aid within parameters that have been pre-agreed – for example, the member is offering first aid services to a company on a self-employed basis, or volunteering at a sports event. Members who have a recognised and up-to-date first aid qualification will be covered by the scheme, subject to the general conditions and exclusions outlined above.
First assistants/scrub nurses	A member who works as a scrub nurse or first assistant to surgeons on a self-employed basis may be covered, however, the scheme excludes nurses or midwives whose clinical practice includes skin incisions. We recognise that Surgical Nurse Practitioners often have autonomy (within their scope of competence) and perform incisions. As this will not be covered self-employed practitioners must ensure they have appropriate cover in place. Please also see section 3 for information about the principles of 'engaging in business' with another health care professional. A self-employed member who is paid by the surgeon to work as a scrub nurse or first assistant with them doing private work is not ‘employing or engaging’ another health care worker in their business if the surgeon is invoicing the patient/insurer/private hospital for all of the surgery and then paying the member. If the member is invoicing the patient/insurer/private hospital for all of the surgery (scrub, anaesthetics, surgery etc.), and paying the surgeon for the surgeon’s services then the exclusion would apply.
In-flight nursing	Self-employed in-flight nurses should take particular note that the scheme’s territorial cover does not extend to any claim made in either the United States of America or Canada, irrespective of where the alleged negligence occurred.

Lactation consultancy	Members providing stand-alone lactation consultancy services will not be covered by the scheme.
Sexual health nursing and contraception	The RCN will cover nurse members for inserting contraceptive implants and fitting intrauterine devices, subject to the usual conditions and exclusions of the scheme and provided they have completed a properly certified course and maintained their competence.
Telephone helplines offering health advice	There is no requirement for the health or social care service to be hands on or face to face. Members who offer this type of health advice or information will be covered by the scheme, subject to the conditions and exclusions outlined throughout this document. Please note you must comply with the standards, rules and regulations applicable in the country in which the recipient of your services resides.
Training/education	The scheme will cover a self-employed trainer if they are held legally liable for: • bodily injuries caused directly to students whilst they were training them, or • indirectly by their students (provided those students are also RCN members) who apply incorrect techniques on others due to negligent training causing bodily injury, subject to conditions and exclusions outlined throughout this document.
Travel vaccinations	Both employed and self-employed members providing paid-for travel vaccinations in GP practice settings that are otherwise covered by the CNSGP/GPMI will be covered by the RCN scheme. This applies to vaccinations delivered after 1 April 2019 in Wales, and 1 August 2019 in England. Please note: COVID-19 vaccinations provided for travel purposes are excluded from the RCN scheme.
Research	The scheme will cover nurses involved in conducting, managing or commissioning research provided they are carrying out such activities within approved national standards for ethical research and good governance (see the Health Research Authority (www.hra.nhs.uk) for a list of appropriate guidance and regulatory frameworks). However, if the member undertakes research as part of a higher degree under research governance arrangements, then generally their higher education institution is obliged to cover them.

Further help

www.rcn.org.uk/get-help
Advice and information on your membership and a range of nursing topics.

www.rcn.org.uk/get-help/indemnity-scheme
More information on the RCN indemnity scheme, including FAQs.

For help or advice contact us – we're available 365 days per year.

Appendix 1: Categories of membership and eligibility for RCN indemnity cover

Please note: The below is designed as a basic guide to eligibility for RCN indemnity, based on category of RCN membership. If you are in an eligible category of RCN membership, you will still need to meet the criteria as explained above.

More information about RCN membership can be found at www.rcn.org.uk/membership.

Membership category	Sub-category/payment plan	Is RCN indemnity available?[3]
Nurse[4]	Nurse first year discount	Yes
	Nurse full	Yes
	Joint RCM	No (Please check your eligibility for indemnity cover with the RCM)[5].
	Joint educational	No (Please check your eligibility for indemnity cover with the UCU/EIS)[6].
	Nurse voluntary break	No
	Nurse retired	No
Nurse Support Worker	Nurse Support Worker first year discount	Yes
	Nurse Support Worker full	Yes
	Nurse Support Worker voluntary break	No
	Nurse Support Worker retired	No
Student	-	Yes

[3] Subject to meeting the full terms and conditions as specified in this document. You also need to be in an eligible category of membership at the time of the incident giving rise to the claim against you.
[4] Registered midwives are also eligible to join this category of membership.
[5] If a midwife member wishes to benefit from the RCN indemnity scheme, they need to have full RCN membership instead.
[6] If a member working in education wishes to benefit from the RCN indemnity scheme, they need to have full RCN membership instead.