RCN indemnity scheme
for the self-employed,
WE’VE GOT
YOU COVERED
volunteers and
Good Samaritans
The following information is generally valid until 30 June 2016. Any future changes to the terms below shall be notified, in advance, to all RCN members, before taking effect.

Contents

Introduction to the RCN’s indemnity scheme and legal services 2
Indemnity in the context of RCN member benefits 4
Section 1:
General conditions 4
Section 2:
Categories of membership 5
Section 3:
RCN indemnity and employed status 5
Section 4:
General exclusions 7
Section 5:
Agency or bank work 9
Section 6:
Voluntary work 9
Section 7:
Working on a self-employed basis or running your own business 10
Section 8:
Health and social care services acceptable to the RCN scheme 12
Section 9:
Special conditions 13
Section 10:
Specific practices, procedures and treatments 15
Further help 19
Introduction to the RCN’s indemnity scheme and legal services

As a member of the Royal College of Nursing you are entitled to a wide range of benefits, including support and representation for difficulties and problems that arise during the course of your work or study. The RCN’s indemnity scheme is an important element of the benefits package available to you. It covers you against the financial consequences of a claim against you for clinical negligence. As an RCN member, indemnity cover is provided for you either by your employer, or by the RCN, but in certain limited circumstances you will need to purchase cover for yourself or your employees.

Most nurses and midwives work under a contract of employment and their employer is responsible for the acts and omissions of their staff. This is called “vicarious liability”. The RCN indemnity scheme cannot be used for claims that arise out of your work under a contract of employment – because your employer’s scheme will be used instead. There is more detail on this in the document.

If you are self-employed, your cover is provided by the RCN – but there are exceptions and exclusions to this cover and you must read the document as a whole to be sure of your position. RCN Direct advisers are available to help you with any enquiry. Call them on 0345 772 6100.

The RCN scheme also covers voluntary and Good Samaritan work.

Indemnity cover is the term used to describe the financial backing available to cover the costs of a clinical negligence claim against you. It is completely separate from the RCN’s legal and trade union support which is available to all members, whether or not they are also covered by the indemnity scheme. If you have a dispute with your employer, if you are facing a disciplinary process or a referral to the Nursing and Midwifery Council, the full services of the RCN are available to you as a member.

As a registered nurse or midwife, you are required by the NMC to confirm that you have appropriate indemnity cover arrangements in place to cover your practice. You can confirm this if you are working under a contract of employment, but do check through the details in the document below if you are in any doubt about whether you are an employee, or to be sure that the scheme covers the work you are planning to undertake on a self-employed or agency basis.
The RCN scheme is not a policy of ‘insurance’ but rather a discretionary contractual indemnity arrangement. Provided certain conditions are met, and subject to exclusions (all outlined below), the RCN has a discretion to indemnify (i.e. pay) the financial costs associated with a compensation claim against you for clinical negligence arising from your carelessness, including the costs of defending the claim, where this is appropriate.

The compensation may include:

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

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

For the avoidance of doubt, the payment of any compensation and costs under the RCN indemnity scheme is entirely at the discretion of RCN Council, and subject to the rules set out below. The RCN also reserves the right to withdraw the benefit of cover under the indemnity scheme given the claims history of the member.

**Key factors to consider:**

- cover will be affected by your employment status (see Section 3)
- you must be in the correct category of membership (see Section 2)
- the general conditions of the scheme must be met (see Section 1)
- some exclusions apply (see Section 4)
- cover may be affected by the activity you are undertaking; it must be a health and social care service acceptable to the RCN (see Sections 8 and 10).
Indemnity in the context of RCN member benefits

RCN indemnity cover only applies to members of the RCN and is one of a wide range of member benefits.

Provided you are in the correct membership category, your eligibility (or otherwise) for indemnity cover will not affect your ability to access these other benefits. For example, even if the RCN indemnity scheme is not available to you, the legal advice and assistance scheme entitles you to:

- advice and support in relation to employment difficulties (for example, disciplinary proceedings, contractual disputes, dismissals, discrimination)
- legal advice and representation before the Nursing and Midwifery Council (NMC)
- legal support if you are involved in criminal proceedings arising in the course of employment
- legal support if you have an accident – anywhere, at any time.

Find out more about the RCN’s legal advice and representation scheme from our website (at [http://www.rcn.org.uk/support/legal](http://www.rcn.org.uk/support/legal)), and in our leaflet On the case: advice, support and representation from the RCN. A guide for members (PDF 256KB).

Section 1: General conditions

All members who wish to benefit 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 a registered nurse or midwife), and any other published standards that apply to your area of practice.
Practical considerations

You must also:

- notify the RCN, as soon as reasonably practicable, of any claim against you for clinical negligence
- notify the RCN, as soon as reasonably practicable, of any circumstances known to you that may give rise to a claim
- act in good faith in all your dealings with the RCN
- co-operate with the RCN in providing information, including 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 2: Categories of membership

Please check that you are a member in the correct category of RCN membership. Not all membership packages include RCN indemnity cover as a benefit. More information can be found in the membership section of the website (www.rcn.org.uk/membership).

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 a member first becomes aware of the patient injury/complaint.

Section 3: RCN indemnity and employed status

It is a general exclusion of the RCN indemnity scheme that members will not be covered for their practice under a contract of employment, whether working in the NHS or independent health care sector. 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, it is the RCN that will determine whether you are an employee, for the purposes of the RCN indemnity scheme. If in doubt, contact the RCN.

Both NHS employers and independent sector employers (including in General Practice) have what is known as ‘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. The injured patient or client will therefore ordinarily direct the claim to the employer, if an employee is careless.

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), administered by the NHS Litigation Authority. 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, and there is an equivalent risk pooling scheme in Northern Ireland.

Likewise, employers in the independent health care sector will make similar arrangements through an insurance company.

For this reason, since 1 July 2014, the RCN scheme has not applied to a member’s work under a contract of employment, as this should be covered by the employer’s arrangements.

If members undertake health care work outside of their employed role, their employer’s vicarious liability will no longer apply and the RCN indemnity scheme will cover the member for that work, subject to the rules set out in this document. For example, in the absence of an organisation with vicarious liability, the RCN scheme will cover members for voluntary or charitable work outside of employment, or if acting in a ‘good Samaritan’ capacity. Likewise, if the member undertakes self-employed work, they will remain covered, subject to the conditions, applicable to self-employed work, 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 employed work

• the RCN scheme does not apply to members where the employing organisation is vicariously liable for the actions of that member.
Disputes with your employer regarding indemnity cover

If any member is experiencing difficulties with their employer over the provision of indemnity cover, they should contact RCN Direct for further support and onward referral. Examples would be where an employer is trying to force a member to arrange their own personal indemnity cover for employed work, or is expecting the member to pay for cover through another provider. This is not acceptable and further advice should be sought from the RCN.

Section 4: General exclusions

The scheme will not cover you:

• to the extent that you are already entitled to indemnity under a policy of insurance or contractual indemnity

• in respect of work done under a contract of employment (This exclusion took effect 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)

• 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

• in respect of a claim arising from the provision of a health and social care service which is not deemed acceptable to the RCN (see definition and exclusions below)

• for any incidents happening outside of any period of membership of the RCN

• 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

• in respect of any claim or circumstances arising in any way from your insolvency or bankruptcy

• in respect of any claim or circumstance arising in any way from proven or admitted criminal activity or criminal behaviour, whether or not within the provision of a health and social care service acceptable to the RCN

• in respect of a claim or circumstance arising in any way from proven (e.g. in a court, tribunal, or before a professional regulatory body) or admitted sexual harassment, sexual misconduct, or unlawful discrimination
• 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
• 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
• in respect of a claim arising out of the manufacture, distribution, sale or use of any products
• in respect of any claim arising from allegations of defamation
• 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
• in respect of aesthetic or cosmetic therapies. This exclusion took effect from 1 July 2014
• if your negligence causes only a financial loss, not associated with any personal injury or damage to property. (However, 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)
• 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. From 1 July 2013 fetal scanning services (ultrasound) are not covered under the RCN indemnity scheme. Student midwives are not covered for intrapartum care. Lactation consultancy is not covered
• if you are self-employed and employ in your business other health care workers (irrespective of whether or not that employee is a member of the RCN), or engage in your business other health care workers, as independent contractors, who are not also RCN members
• if you work or are resident in the USA or Canada or where legal proceedings arise in either country
• in respect of any claim or loss arising from HIV infection or Hepatitis Non A
Section 5: Agency or bank work and umbrella companies

The indemnity arrangements of members working for agencies or ‘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 3 above).

The bank/agency or end user may accept responsibility for you in providing your services, and have arranged cover for you already. For example, agency workers placed in NHS workplaces 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 the benefit of cover from another provider, you do not need cover under the RCN scheme nor will the scheme apply to you.

However, if the bank/agency or end user has not made arrangements to provide cover for you, the RCN scheme will generally apply to you, subject to the usual terms and conditions as explained throughout this document.

Please note: if you are contracted to an ‘umbrella company’, it is likely that your contract with that company is a contract of employment, and you will therefore be excluded from the RCN scheme. Please ensure you check your paperwork carefully and call RCN Direct on 0345 772 6100 if you are unsure of your employment status.

Section 6: Voluntary work

The RCN scheme will generally cover members who work in a 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.

The scheme will also cover members acting as ‘good Samaritans’, subject to the general conditions and exclusions in this document.
Section 7: Working on a self-employed basis or running your own business

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

Business insurance

Members who run their own businesses must read the scheme exclusions in Section 4 carefully. For example, the RCN scheme will not cover members for claims arising in any way from their insolvency or bankruptcy, and special considerations apply for claims against the member/business for a pure financial loss.

Self-employed members must also remember that the RCN scheme provides personal cover for the member, 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, 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, you may find it prudent to consider alternative cover, for example, by way of an insurance policy that covers all of your business activity.

Employing or ‘engaging with’ others

RCN indemnity cover is a benefit of RCN membership, i.e. personal to you as a member. People who are not RCN members, or who otherwise do not benefit from the RCN indemnity scheme (e.g. because they are employed), will not be covered by the scheme.

Therefore, you will be excluded from the indemnity scheme if you at any time:

- employ under a contract of employment in your business other health care workers, whether or not they are RCN members
- engage (i.e. on a self-employed or independent contractor basis) in your business 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 for insurance cover for your business, which will include 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 the conditions and exclusions of the scheme carefully.

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 (for the purposes of the RCN scheme) 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 basis (see Section 5 for more information about agency workers).

Below are some examples of what is meant by ‘engaging non-RCN health care staff as part of your business’.

**Example A**

An RCN member who is a self-employed occupational health nurse is contracted by a client to provide occupational health (OH) services. The member occasionally refers an employee of the client to an OH physician. However, the OH physician contracts separately with the client for his or her consultant services, and invoices the client direct.

Outcome: the member remains covered by the RCN scheme. The member is working alongside another health care practitioner (the OH physician), but the latter is not engaged or employed in the member’s business. The client is contracting with the OH physician separately.

**Example B**:

An RCN member who is a self-employed occupational health nurse contracts with a client to provide OH services. The member refers the client’s employees to an occupational health physician, as above.
However, the physician is paid by the member, and the client has no direct contractual relationship with the OH physician. The member's contract with the client in effect covers all of the OH services required, and it is up to the member to decide how they will provide those services e.g. direct or through other health care practitioners.

Outcome: the member is no longer covered by the RCN scheme in relation to their own practice in the business (not just on this particular contract). The OH physician is not (and cannot be) an RCN member so cannot benefit personally from the RCN scheme. The member needs to take out cover for their business accordingly, and this will extend to all staff (including the member) working in the business.

If you are unsure of whether the RCN indemnity scheme applies to you, please contact RCN Direct on 0345 772 6100 for a discussion with an adviser.

Section 8: Health and social care services acceptable to the RCN scheme

Only a health and social care service acceptable to the RCN will be covered by the RCN indemnity scheme. There is therefore a basic distinction to be drawn between health and social care services that are:

- generally acceptable to the RCN (as accepted practice) for health care workers
- acceptable to the RCN in relation to the indemnity scheme (which may not include all accepted practices above)
- not accepted by the RCN and hence not acceptable under the RCN indemnity scheme.

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

- are clearly aimed at addressing an expressed patient or public health or social care need
- demonstrate how the practitioner is being personally accountable for their actions and omissions in their practice
- involve the application of rigorous clinical evidence or widely accepted professional practice to the care or support of others or their families.
Registered nurses must 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.

To be covered by the RCN scheme, self-employed health practitioner members must meet the relevant scheme conditions outlined in this document and have their work delegated to them by a registered nurse, midwife or health visitor. A health practitioner member should not be making stand alone clinical judgments but should be working within clear protocols and guidelines at all times (see further below).

**Section 9: Special conditions**

**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 scheme.

The scheme does not cover:

- self-employed (or ‘independent’) midwives, and student midwives, providing intrapartum care (i.e. care during labour and delivery)
- any clinical practice carried out by midwife (or nurse) which includes an incision of any kind e.g. circumcision and frenulectomy
- fetal (ultrasound) scanning
- lactation consultancy.

The ‘good Samaritan’ cover does not extend to a midwife providing ante-natal care for an expectant mother who suddenly goes into labour.

However, 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.
Health practitioner members

To be eligible for indemnity cover, health practitioner members must have their work delegated by a registered nurse, midwife of 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 health practitioner 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 health practitioner members must be working in an environment that allows for this delegation.

Student placements

When working on placement for a health care organisation, 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 the student. Student midwives are not covered if the practice is excluded under the RCN scheme for self-employed midwives (see above section on midwives).

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 RCN Direct on 0345 772 6100.

Voluntary work and elective placements

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 to 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 (USA) or Canada, irrespective of where the alleged negligence occurred.
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.

**Company Directors**

Where a self-employed member is operating her business through a limited company, of which she is a Director, the RCN scheme will no longer apply to her practice in that business should she engage, as another Director, a health care worker. Engaging in your business a Finance Director or Company Secretary, for example, will not take the RCN member outside of the cover of the RCN scheme.

**Section 10: Specific self-employed practices, procedures and treatments**

**Complementary therapies and homeopathy**

The RCN does not cover homeopathy in any circumstances.

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 complementary therapies within an acceptable health or social care service – but not in isolation. To be covered a member must have a recognised qualification in the complementary therapy being used as part of their nursing or health and social care practice.

The RCN only provides cover for the following complementary therapies, used as part of a health and social care service acceptable to the RCN:

- 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).
Counselling and psychotherapy

The RCN does cover members who apply counselling and psychotherapy techniques providing they have undertaken a properly certified course of study. The RCN 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 providing they meet the previous criteria. Furthermore, members must be receiving clinical supervision for their counselling or psychotherapeutic activities.

The RCN 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.

Circumcision and frenulectomy (tongue tie)

The RCN scheme does not provide cover for circumcision and frenulectomy.

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) will not be covered.

The above also applies to antenatal exercise classes provided by registered midwives, subject to the general criteria of the scheme and the exclusion of cover for independent midwives providing intrapartum care (care during labour and delivery).

Expert witnesses

Indemnity will be provided for RCN members practising as nurse expert witnesses, for litigation purposes (i.e. providing an expert opinion on the practice of another nurse), 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 undertaken by the nurse 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 2 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 personal injury.*

**First Aid**

Members who have a recognised up to date first aid qualification (such as a qualification obtained through St John Ambulance or a commercial training company) will be covered by the scheme, subject to the general conditions and exclusions outlined in this document. This also applies to members providing first aid on a voluntary basis, for example at sports events.

**First assistants/scrub nurses**

A member who works as a scrub nurse or first assistant to surgeons on a self-employed basis would be covered provided that they meet the general conditions and exclusions of the scheme. However, please see Section 7 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, due to the nature of the field of practice, should take particular note that the scheme’s territorial cover does not extend to any claim made in either the United States of America (USA) or Canada, irrespective of where the alleged negligence occurred.

**Nurse partners**

Members are covered by the indemnity scheme only if their self-employed business partners are all self-employed RCN members (however, see the general conditions/exclusions above for self-employed members).
The member will not be covered if they are entering into a partnership with another health care practitioner who is not an RCN member. They will need to arrange cover for their potential liability for the actions of their partners and staff, through a medical defence organisation or other insurer.

**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.

Members must have completed a properly certified course in order to be covered by the scheme.

**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 health advice or information via telephone will be covered by RCN indemnity, subject to the conditions and exclusions outlined throughout this document.

**Training**

The RCN 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 students applying incorrect techniques to third parties due to negligent training, subject to exclusions and conditions outlined throughout this document.

**Research**

The RCN will cover nurses involved in conducting, managing or commissioning research provided the member concerned is carrying out such activities within approved national standards for ethical research and good governance (see the Health Research Authority [link] 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.

If you are unsure of whether the RCN indemnity scheme applies to you, please contact RCN Direct on **0345 772 6100** for a discussion with an adviser.
Further help

**RCN Direct**
For help or advice you can telephone RCND 365 days a year – available from 8.30am-8.30pm. **0345 772 6100**

**RCN website**
[www.rcn.org.uk](http://www.rcn.org.uk)
Advice and information on your membership and a range of nursing topic
**ADVICE AND CONTACT POINTS FOR RCN MEMBERS**

**RCN Direct** is your first port of call for all enquiries. Call **0345 772 6100** for advice and information or contact the service online at [www.rcn.org.uk/direct](http://www.rcn.org.uk/direct).

**Problem at work?** Contact your RCN steward or call RCN Direct. They will refer you to your local office if more detailed support is needed.

**Personal problem?** Our Member Support Services will provide free, confidential help and counselling on financial, relationship, welfare and immigration issues.

**Personal injury?** The RCN can support you with your claim. Visit RCN Direct at [www.rcn.org.uk/direct](http://www.rcn.org.uk/direct) or call **0345 772 6100** to speak to an adviser.

**Professional and practice queries?** The RCN offers a wealth of opportunities to develop your practice through conferences, publications, our library and information services and access to expert nursing advisers who can talk to you about specific areas of practice. Check the website or call RCN Direct to be signposted to help and support.

**More questions on indemnity?** There is a set of frequently asked questions on the RCN website and RCN Direct can talk you through your queries.

**Check the website for events in your area** [www.rcn.org.uk](http://www.rcn.org.uk)

**WANT TO GET INVOLVED?**

RCN members depend on the work of stewards, health and safety representatives and learning representatives. You could be that representative and make a difference to your colleagues.

Find out more [www.rcn.org.uk/becomeanactivist](http://www.rcn.org.uk/becomeanactivist)

August 2015