

GENERAL CONDITIONS

All members who wish to benefit from the FCGP 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 recognized best practice
- Work within the law
- observe the FMDC Code on Standards of Conduct, Performance and Ethics (if a registered doctor), and any other published standards.

Practical considerations

You must also:

- notify the FCGP, as soon as reasonably practicable, of any claim against you for clinical negligence
- notify the FCGP, 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 FCGP
- co-operate with the FCGP in providing information, including documentation, when requested to do so by us
- not, without the prior written consent of the FCGP, admit any legal liability for a claim or settle a claim in respect of which the FCGP may be required to indemnify you (which is not the same as offering an apology for the care given).

FCGP indemnity and employed status

It is a general exclusion of the FCGP indemnity scheme that members will not be covered for their practice under a contract of employment, whether working in the Government or independent health care sector.

Both Government employers and independent sector employers 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 usually arrange appropriate indemnity/insurance cover for their organization and staff.

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

- in respect of a claim not arising from the provision of a health and social care service acceptable to the FCGP
- for any circumstances arising outside of any period of membership of the FCGP
- 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 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; or out of the manufacture, distribution or sale of any products
- in respect of any claim or circumstances arising from allegations of defamation
- in respect of any claim or circumstances 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.
- 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 behavior, whether or not within the provision of a health and social care service acceptable to the FCGP
- in respect of a claim or circumstance arising in any way from proven 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
- if your negligence causes only a financial loss, not associated with any personal injury or damage to property
- self-employed members (or members who run/own their own businesses), whether you operate as a sole practitioner, partner or through a limited company, who employ in their business other health care workers (irrespective of whether that employee is a member of the FCGP or not), or engage in their business other health care workers as independent contractors who are not FCGP members
- members working or resident abroad or where legal proceedings arise in another country
- in respect of any claim or loss arising from HIV infection or Hepatitis Non A
- members employed by a general practitioner, partnership of general practitioners or limited company operated, controlled or owned by general practitioners, are not covered for any work performed under their contract of employment.

The FCGP reserves the right to withhold cover under the indemnity scheme, as a benefit of FCGP membership, given the claims history of the member.

important that each individual FCGP member checks the conditions and exclusions of the scheme carefully.

A self-employed member may operate as a sole practitioner, 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.

Health and social care services acceptable to the FCGP scheme

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

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

Health and social care services acceptable under the FCGP 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.

Any determination of what healthcare and social care services are accepted practice for GPs will be the prerogative of the FCGP Executive Council

Registered doctors must demonstrably address the requirements of the FMDC Code of Conduct, 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.

- **Counselling and psychotherapy**

The FCGP does cover members who apply counselling and psychotherapy techniques within the field of practice, providing they have undertaken a properly certified course of study. The FCGP also covers members who practice as counsellors or psychotherapists in addition to any other role they may hold as a doctor or health care practitioner providing they meet the previous criteria.

The FCGP will only indemnify members who are practicing psychological therapies which are evidence-based. Examples of counselling/psychotherapy that are covered by the FCGP scheme:

- Cognitive behavioural therapy (CBT)
- Eye movement desensitization 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) will not be indemnified.

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 FCGP members practicing as expert witnesses 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 work undertaken by the doctor 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 does not apply in the case of expert witnesses. In other words, the FCGP scheme may indemnify expert witnesses notwithstanding that their negligence causes only a financial loss, not associated with any personal injury or damage to property.

- **First Aid**

Members who have a recognized 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

FURTHER HELP

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