

SCHEDULE 2

Article 2(2)

Amendments to and revocations of other subordinate legislation

**Amendment of the National Health Service (General Medical Services Contracts) Regulations 2004**

1. In Schedule 6 (other contractual terms) to the National Health Service (General Medical Services Contracts) Regulations 2004<sup>(1)</sup>—

- (a) in paragraph 122(1), for “hold adequate insurance against liability arising from negligent performance of clinical services under the contract”, substitute “have in force in relation to it an indemnity arrangement which provides appropriate cover”;
- (b) in paragraph 122(2), for “holds adequate insurance against liability arising from negligent performance of such services”, substitute “has in force in relation to it an indemnity arrangement which provides appropriate cover”;
- (c) in paragraph 122(3)(a), for ““insurance” means”, substitute ““indemnity arrangement” means”;
- (d) in paragraph 122(3), after paragraph (a) (but before the following “and”) insert—
  - “(aa) “appropriate cover” means cover against liabilities that may be incurred by the contractor in the performance of clinical services under the contract, which is appropriate, having regard to the nature and extent of the risks in the performance of such services;”;
- (e) in paragraph 122(3)(b), for “holding insurance if it is held by”, substitute “having in force in relation to it an indemnity arrangement if there is an indemnity arrangement in force in relation to”;
- (f) in paragraph 123, for “the insurance” substitute “an indemnity arrangement”.

**Amendment of the National Health Service (Personal Medical Services Agreements) Regulations 2004**

2. In Schedule 5 (other contractual terms) to the National Health Service (Personal Medical Services Agreements) Regulations 2004<sup>(2)</sup>—

- (a) in paragraph 113(1), for “hold adequate insurance against liability arising from negligent performance of clinical services under the agreement”, substitute “have in force in relation to it an indemnity arrangement which provides appropriate cover”;
- (b) in paragraph 113(2), for “holds adequate insurance arising from negligent performance of such services”, substitute “has in force in relation to it an indemnity arrangement which provides appropriate cover”;
- (c) in paragraph 113(3)(a), for ““insurance” means”, substitute ““indemnity arrangement” means”;
- (d) in paragraph 113(3)(a), after paragraph (a) (but before the following “and”) insert—
  - “(aa) “appropriate cover” means cover against liabilities that may be incurred by the contractor in the performance of clinical services under the contract, which is appropriate, having regard to the nature and extent of the risks in the performance of such services;”;

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(1) S.I. 2004/291.

(2) S.I. 2004/627.

*Status: This is the original version (as it was originally made).*

- (e) in paragraph 113(3)(b), for “holding insurance if it is held by”, substitute “having in force in relation to it an indemnity arrangement if there is an indemnity arrangement in force in relation to ”; and
- (f) in paragraph 114(1) for “the insurance”, substitute “an indemnity arrangement”
- (g) in paragraph 114(2) for “insurance”, substitute “indemnity arrangement”.

### **Amendment of the National Health Service (General Medical Services Contracts) (Scotland) Regulations 2004**

**3.** In Schedule 5 (other contractual terms) to the National Health Service (General Medical Services Contracts) (Scotland) Regulations 2004**(3)**—

- (a) in paragraph 112(1), for “hold adequate insurance against liability arising from the negligent performance of clinical services under the contract”, substitute “have in force in relation to it an indemnity arrangement which provides appropriate cover”;
- (b) in paragraph 112(2), for “holds adequate insurance against liability arising from negligent performance of such services”, substitute “has in force in relation to it an indemnity arrangement which provides appropriate cover”;
- (c) in paragraph 112(3)(a), for ““insurance” means”, substitute ““indemnity arrangement” means”;
- (d) in paragraph 112(3)(a), after paragraph (a) (but before the following “and”) insert—
  - “(aa) “appropriate cover” means cover against liabilities that may be incurred by the contractor in the performance of clinical services under the contract, which is appropriate, having regard to the nature and extent of the risks in the performance of such services;”;
- (e) in paragraph 112(3)(b), for “holding insurance if the insurance is held by”, substitute “having in force in relation to it an indemnity arrangement if there is an indemnity arrangement in force in relation to ”; and
- (f) in paragraph 113, for “the insurance”, substitute “an indemnity arrangement”.

### **Amendment of the National Health Service (Primary Medical Service Section 17C Agreements)(Scotland) Regulations 2004**

**4.** In Schedule 1 (content of agreements) to the National Health Service (Primary Medical Services Section 17C Agreements) (Scotland) Regulations 2004**(4)**—

- (a) in paragraph 76(1), for “hold adequate insurance against liability arising from negligent performance of clinical services”, substitute “have in force in relation to it an indemnity arrangement which provides appropriate cover”;
- (b) in paragraph 76(2), for “holds adequate insurance against liability arising from the negligent performance of such services”, substitute “has in force in relation to it an indemnity arrangement which provides appropriate cover”;
- (c) in paragraph 76(3)(a), for ““insurance” means”, substitute ““indemnity arrangement” means”;
- (d) in paragraph 76(3)(a), after paragraph (a) (but before the following “and”) insert—
  - “(aa) “appropriate cover” means cover against liabilities that may be incurred by the provider in the performance of clinical services under the agreement, which is

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(3) S.S. I. 2004/115.

(4) S. S. I. 2004/116.

appropriate, having regard to the nature and extent of the risks in the performance of such services;”;

- (e) in paragraph 76(3)(b), for “holding insurance if the insurance is held by”, substitute “having in force in relation to it an indemnity arrangement if there is an indemnity arrangement in force in relation to”; and
- (f) in paragraph 77, for “the insurance”, substitute “an indemnity arrangement”.

### **Amendment of the National Health Service (General Medical Services Contracts) (Wales) Regulations 2004**

**5.** In Schedule 6 (other contractual terms) to the National Health Service (General Medical Contracts) (Wales) Regulations 2004<sup>(5)</sup>—

- (a) in paragraph 120(1), for “hold adequate insurance against liability arising from the negligent performance of clinical services”, substitute “have in force in relation to it an indemnity arrangement which provides appropriate cover”;
- (b) in paragraph 120(2), for “holds adequate insurance against liability arising from the negligent performance of such services”, substitute “has in force in relation to it an indemnity arrangement which provides appropriate cover”;
- (c) in paragraph 120(3)(a), for ““insurance” means”, substitute ““indemnity arrangement” means”;
- (d) in paragraph 120(3)(a), after paragraph (a) (but before the following “and”) insert—
  - “(aa) “appropriate cover” means cover against liabilities that may be incurred by the contractor in the performance of clinical services under the contract, which is appropriate, having regard to the nature and extent of the risks in the performance of such services;”;
- (e) in paragraph 120(3)(b), for “holding insurance if it is held by”, substitute “having in force in relation to it an indemnity arrangement if there is an indemnity arrangement in force in relation to”; and
- (f) in paragraph 121, for “the insurance”, substitute “an indemnity arrangement”.

### **Amendment of the Health and Personal Services (General Dental Services) Regulations (Northern Ireland) 1993**

**6.** In Schedule 2 (terms of service for dentists) to the Health and Personal Services (General Dental Services) Regulations (Northern Ireland) 1993<sup>(6)</sup>, for paragraph 31D<sup>(7)</sup> substitute—

#### **“Professional indemnity**

**31D.**—(1) A dentist shall, if asked to do so by a Board provide evidence that there is in relation to him, and in relation to any assistant, deputy and dental auxiliary he directs, appropriate cover provided under an indemnity arrangement.

(2) In this paragraph—

- (a) “appropriate cover” means cover against liabilities that may be incurred by a dentist, and any assistant, deputy and dental auxiliary under his direction in the

<sup>(5)</sup> S.I. 2004/478.

<sup>(6)</sup> S.R. 1993 No.326.

<sup>(7)</sup> Paragraph 31D was inserted by regulation 5(4) of the Health and Personal Services (General Dental Services) (Amendment) Regulations (Northern Ireland) 1998 S.R. 245.

*Status: This is the original version (as it was originally made).*

performance of clinical services which is appropriate, having regard to the nature and extent of the risks in the performance of such services; and

- (b) “an indemnity arrangement” may comprise—
  - (i) a policy of insurance,
  - (ii) an arrangement made for the purposes of indemnifying a person, or
  - (iii) a combination of the two.”.

#### **Amendment of the Health and Personal Services (General Medical Services Contracts) Regulations (Northern Ireland) 2004**

7. In Schedule 5 (other contractual terms) to the Health and Personal Services (General Medical Services Contracts) Regulations (Northern Ireland) 2004<sup>(8)</sup>—

- (a) in paragraph 114(1), for “hold adequate insurance against liability arising from negligent performance of clinical services under the contract”, substitute “have in force in relation to it an indemnity arrangement which provides appropriate cover”;
- (b) in paragraph 114(2), for “holds adequate insurance against liability arising from negligent performance of such services”, substitute “has in force in relation to it an indemnity arrangement which provides appropriate cover”;
- (c) in paragraph 114(3)(a), for ““insurance” means”, substitute ““indemnity arrangement” means”;
- (d) in paragraph 114(3)(a), after paragraph (a) (but before the following “and”) insert—
  - “(aa) “appropriate cover” means cover against liabilities that may be incurred by the contractor in the performance of clinical services under the contract, which is appropriate, having regard to the nature and extent of the risks in the performance of such services;”;
- (e) in paragraph 114(3)(b), for “holding insurance if it is held by”, substitute “having in force in relation to it an indemnity arrangement if there is an indemnity arrangement in force in relation to”; and
- (f) in paragraph 115, for “the insurance”, substitute “an indemnity arrangement”.

#### **Amendment of the National Health Service (General Dental Services Contracts) Regulations 2005**

8. In Schedule 3 (other contractual terms) to the National Health Service (General Dental Services Contracts) 2005<sup>(9)</sup>—

- (a) in paragraph 81(1), for “hold adequate insurance against liability arising from negligent performance of clinical services under the contract”, substitute “have in force in relation to it an indemnity arrangement which provides appropriate cover”;
- (b) in paragraph 81(2), for “holds adequate insurance against liability arising from negligent performance of such services”, substitute “has in force in relation to it an indemnity arrangement which provides appropriate cover”;
- (c) in paragraph 81(3)(a), for ““insurance” means”, substitute ““indemnity arrangement” means”;
- (d) in paragraph 81(3), after paragraph (a) (but before the following “and”) insert—

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<sup>(8)</sup> S.R. 2004 No.140.

<sup>(9)</sup> S.I. 2005/3361.

- “(aa) “appropriate cover” means cover against liabilities that may be incurred by the contractor in the performance of clinical services under the contract, which is appropriate, having regard to the nature and extent of the risks in the performance of such services;”;
- (e) in paragraph 81(3)(b), for “holding insurance if it is held by”, substitute “having in force in relation to it an indemnity arrangement if there is an indemnity arrangement in force in relation to”; and
- (f) in paragraph 82(1), for “the insurance”, substitute “an indemnity arrangement”;
- (g) in paragraph 82(2), for “insurance”, substitute “indemnity arrangement”.

### **Amendment of the National Health Service (Personal Dental Services Agreements) Regulations 2005**

**9.** In Schedule 3 (other contractual terms) to the National Health Service (Personal Dental Services Agreements) Regulations 2005(**10**)—

- (a) in paragraph 79(1), for “hold adequate insurance against liability arising from negligent performance of clinical services under the agreement”, substitute “have in force in relation to it an indemnity arrangement which provides appropriate cover”;
- (b) in paragraph 79(2), for “holds adequate insurance against liability arising from the negligent performance of such services”, substitute “has in force in relation to it an indemnity arrangement which provides appropriate cover”;
- (c) in paragraph 79(3)(a), for ““insurance” means”, substitute ““indemnity arrangement” means”;
- (d) in paragraph 79(3), after paragraph (a) (but before the following “and”) insert—
  - “(aa) “appropriate cover” means cover against liabilities that may be incurred by the contractor in the performance of clinical services under the agreement, which is appropriate, having regard to the nature and extent of the risks in the performance of such services;”;
- (e) in paragraph 79(3)(b), for “holding insurance if it is held by”, substitute “having in force in relation to it an indemnity arrangement if there is an indemnity arrangement in force in relation to”; and
- (f) in paragraph 80(1), for “the insurance”, substitute “an indemnity arrangement”;
- (g) in paragraph 80(2), for “insurance”, substitute “indemnity arrangement”.

### **Amendment of the National Health Service (General Dental Services Contracts) (Wales) Regulations 2006**

**10.** In Schedule 3 (other contractual terms) to the National Health Service (General Dental Services Contracts) (Wales) Regulations 2006(**11**)—

- (a) in paragraph 81(1), for “hold adequate insurance against liability arising from negligent performance of clinical services under the contract”, substitute “have in force in relation to it an indemnity arrangement which provides appropriate cover”;
- (b) in paragraph 81(2), for “holds adequate insurance against liability arising from negligent performance of such services”, substitute “has in force in relation to it an indemnity arrangement which provides appropriate cover”;

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(10) [S.I. 2005/3373](#).

(11) [S.I. 2006/490](#).

*Status: This is the original version (as it was originally made).*

- (c) in paragraph 81(3)(a), for ““insurance” means”, substitute ““indemnity arrangement” means”;
- (d) in paragraph 81(3), after paragraph (a) insert—
  - “(aa) “appropriate cover” means cover against liabilities that may be incurred by the contractor in the performance of clinical services under the contract, which is appropriate, having regard to the nature and extent of the risks in the performance of such services;”;
- (e) in paragraph 81(3)(b), for “holding insurance if it held by”, substitute “having in force in relation to it an indemnity arrangement if there is an indemnity arrangement in force in relation to”; and
- (f) in paragraph 82(1), for “the insurance”, substitute “an indemnity arrangement”;
- (g) in paragraph 82(2), for “insurance” substitute “indemnity arrangement”.

### **Amendment of the National Health Service (Personal Dental Services Agreements) (Wales) Regulations 2006**

**11.** In Schedule 3 (other contractual terms) to the National Health Service (Personal Dental Services Agreements) (Wales) Regulations 2006(**12**)—

- (a) in paragraph 79(1), for “hold adequate insurance against liability for negligent performance of clinical services under the agreement”, substitute “have in force in relation to it an indemnity arrangement which provides appropriate cover”;
- (b) in paragraph 79(2), for “holds adequate insurance against liability arising from negligent performance of such services”, substitute “has in force in relation to the sub-contractor an indemnity arrangement which provides appropriate cover”;
- (c) in paragraph 79(3)(a), for ““insurance” means”, substitute ““indemnity arrangement” means”;
- (d) in paragraph 79(3), after paragraph (a) (but before the following “and”) insert—
  - “(aa) “appropriate cover” means cover against liabilities that may be incurred by the contractor in the performance of clinical services under the agreement, which is appropriate, having regard to the nature and extent of the risks in the performance of such services;”;
- (e) in paragraph 79(3)(b), for “holding insurance if it is held by”, substitute “having in force in relation to it an indemnity arrangement if there is an indemnity arrangement in force in relation to”; and
- (f) in paragraph 80(1), for “the insurance”, substitute “an indemnity arrangement”;
- (g) in paragraph 80(2), for “insurance” substitute “indemnity arrangement”.

### **Amendment of the General Ophthalmic Services Contracts Regulations 2008**

**12.** In Schedule 1 (other contractual terms) to the General Ophthalmic Services Contracts Regulations 2008(**13**)—

- (a) in paragraph 51(1)—
  - (i) for “hold adequate” substitute “have in force in relation to it”;
  - (ii) for paragraph (a) substitute—
    - “(a) an indemnity arrangement which provides appropriate cover; and”

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(12) S.I. 2006/489.

(13) S.I. 2008/1185.

- (iii) in paragraph (b), for “the insurance” substitute “the indemnity arrangement”;
- (b) in paragraph 51(2)(a), for ““insurance” means”, substitute ““indemnity arrangement” means”;
- (c) in paragraph 51(2), after paragraph (a) (but before the following “and”) insert—
  - “(aa) “appropriate cover” means cover against liabilities that may be incurred by the contractor in the performance of clinical services under the contract, which is appropriate, having regard to the nature and extent of the risks in the performance of such services;” and
- (d) in paragraph 51(2)(b), for “holding insurance in relation to any of its employees if it is held by that employee”, substitute “having in force in relation to any of its employees an indemnity arrangement if there is in force in relation to that employee an indemnity arrangement”.