

## Advice Note: Visiting Vets 'Seeing Practice'

'Seeing practice' is a time honoured custom in the veterinary profession. However the exercise carries potential liability risks to both the **Host Practice** and the **Visiting Vet**. This advice note gives information for both parties to consider and highlights points for discussion when such visits are organised.

### The Host Practice

As a **Host Practice**, your VDS Practice Policy provides insurance for civil claims for compensation arising from the acts or omissions of those veterinary surgeons listed on the Schedule of Insurance, and from the acts and omissions of third parties who are working directly under the supervision or control of the Practice.

This cover in respect of the acts and omissions of third parties extends typically to those such as veterinary nurses, student nurses, student vets, paraprofessionals and unqualified assistants, but it includes anybody whose involvement does not amount to the *practice of veterinary medicine*. So, it includes cover for acts and omissions of a **Visiting Vet**, but only if their involvement does not amount to the *practice of veterinary medicine*. Any acts and omissions of a **Visiting Vet** which constitute the *practice of veterinary medicine* and which result in a claim/liability for the **Host Practice**, would **not** be indemnified by your VDS Practice Policy unless the **Visiting Vet** has been added to the VDS Practice Policy and named on the Schedule of Insurance.

In order to understand and avoid this potential uninsured risk, it is necessary for both the **Host Practice** and **Visiting Vet** to understand exactly what duties and responsibilities the **Visiting Vet** will assume. Specifically, it is important to determine whether or not the **Visiting Vet** will undertake the *practice of veterinary medicine*. To answer this question, it may help to employ the 'man on the street' test:

So long as the involvement of the **Visiting Vet** is restricted to actions and responsibilities that could reasonably be delegated to an unqualified person, such as passing equipment or holding an instrument, then the **Visiting Vet** will not be considered to be undertaking the *practice of veterinary medicine*. However, if, for example, the **Visiting Vet** provides professional advice to clients or colleagues, or performs technical veterinary procedures then these are likely to amount to the *practice of veterinary medicine*.

**Host Practices** may therefore wish to employ one of the following options:

A. If the **Visiting Vet** **WILL** undertake the *practice of veterinary medicine*:

1. Ensure that the **Visiting Vet** is appropriately registered with the RCVS/VCI and then add them to your VDS Practice Policy for the duration of their visit. This will incur a premium proportionate to the length of the visit and you can choose to pass on this cost to the **Visiting Vet** if you so wish. This type of mid-term policy adjustment can be made easily and conveniently online by your Superuser, or via our membership department. This will provide cover for you and the Practice in respect of the acts and omissions of the visiting vet who is to undertake the practice of veterinary medicine.

OR

2. Ensure that the **Visiting Vet** will indemnify the **Host Practice** for any claims that relate to their involvement with veterinary work at the Practice. Make appropriate enquiries to confirm that the **Visiting Vet** has suitable and sufficient professional insurance, be careful not to waive any of your rights to hold the **Visiting Vet** liable for claims or losses that relate to their time at the Practice and document this agreement in writing. The **Host Practice** will not be insured under your VDS Practice Policy for the acts and omissions of a **Visiting Vet** who undertakes the *practice of veterinary medicine*, however in the event of a claim you would be able to pursue the **Visiting Vet** directly for their part in a claim and involve his/her insurer.

B. If the **Visiting Vet** **WILL NOT** undertake the *practice of veterinary medicine*:

Ensure that both the **Visiting Vet** and all of the **Host Practice** staff are aware of the limited range of actions a visiting vet can undertake so as not to amount to the **practice of veterinary medicine** and potentially compromise your insurance cover.

### Information for Visiting Vets

As a **Visiting Vet** you may become involved in civil claims for compensation made against the **Host Practice**. If your involvement amounts to the **practice of veterinary medicine**, the VDS Practice Policy for the **Host Practice** will not indemnify you or the **Host Practice** for those liabilities that arise from your actions, unless you have been added to that Policy for the duration of your visit.

To address the potential risk of an uninsured liability you could consider the following options:

1. Limit your involvement to “seeing practice” and avoid undertaking any acts or duties that could amount to the **practice of veterinary medicine**.
2. If the **Host Practice** is insured with the VDS, ensure that you have been added to the VDS Practice Policy held by the **Host Practice** for the duration of your visit.
3. If you are an insured vet under a VDS Practice Policy at your **Home Practice** and your visit to the **Host Practice** is considered to form part of your work/duties undertaken on behalf of the **Home Practice** (e.g. CPD), then any claims relating to your veterinary involvement while visiting the **Host Practice** would be covered under your Home Practice Policy (all Policy terms and conditions applicable). You should seek confirmation/approval from your employer if it is your intention to rely upon your **Home Practice** Policy and check that the description of your work and the applicable indemnity limits are sufficient before your visit.

Provided that you have declared that you work in the relevant Risk Group (Domestic Pet, Equine and/or Farm) your **Home Practice** Policy cover for Criminal and Disciplinary representation costs will extend to cover acts of veterinary practice that you undertake at a host practice (all Policy terms and conditions applicable).

If you are in any doubt about your insurance cover, when visiting a **Host Practice** you may always decline to perform any tasks which may constitute the **practice of veterinary medicine**.

### Veterinary Surgeons from non UK countries

It is not uncommon for practices to host veterinary surgeons from overseas. This presents a further set of considerations. Overseas vets who are intending to perform *any* acts of veterinary medicine in the UK or Ireland must register with the RCVS or the VCI respectively, otherwise such actions leave the individual vet at risk of criminal prosecution. Practising without appropriate registration is illegal and claims arising from such work would not be indemnified by the VDS Practice Policy, leaving the **Visiting Vet** and the **Host Practice** vulnerable to a financial claim.

In the case of overseas vets, the **Host Practice** has two options:

1. Request that any overseas **Visiting Vet** registers with the RCVS/VCI as appropriate. This enables you to address the risks of liability and professional indemnity insurance in exactly the same way as described above for home country vets.

OR

2. Ensure that both the **Host Practice** staff and **Visiting Vet** are fully aware of the limitations under which they may ‘see practice’ and ensure that the **Visiting Vet** does not perform **any** tasks which may constitute the **practice of veterinary medicine**.

Further information about registering with the RCVS can be found on the RCVS website

<https://www.rcvs.org.uk/registration/>