

### Professional Liability Insurance FAQs

Members frequently ask whether the Marsh Professional Liability Insurance program, which is available to American Dietetic Association (ADA) members as a part of ADA's Member Advantage Program (MAP), provides coverage for particular activities or aspects of their practice. Though no guarantee of coverage can be made without the review of your specific situation by the insurance underwriter, here are the general answers to a few of the most frequently asked questions:

- *How does licensure or scope of practice affect my liability insurance coverage?*

Generally speaking, the coverage applies to all activities within the accepted scope of dietetics practice. Where there is licensure, the scope of licensure will help to define your scope of practice. If there is no licensure, the coverage will apply to all activities within the accepted scope of practice, as customarily defined. In any case in which a question exists as to whether a particular activity falls within the accepted scope of practice, the underwriting carrier may look to various factors, including other states where licensure laws exist, protocols or procedures within the facility in which the activity is utilized, or the prevalence of the particular activity in similar situations, to define scope of practice. Coverage is afforded for work within licensure and/or scope of practice.

- *If I provide food labeling consultation to corporations, engage in public speaking, write articles, or conduct or participate in seminars, will I have liability coverage for these activities?*

Providing advice or consultation about food labeling, public speaking, writing articles, and conducting or participating in seminars in support of dietetic practices are all related to a dietitian's practice and would generally be covered unless they are specifically excluded from

the scope of practice in the state licensure laws. However, individuals for whom publishing or broadcasting, rather than the practice of dietetics, is the primary business will probably not be covered for publications, newscasts, webcasts, and similar activities.

- *Will my Web site or telehealth practice, through which I provide advice, be covered under the liability policy?*

Advice rendered through a Web site or in the context of telehealth will generally be construed as being part of the dietetics practice as long as such advice would be covered if delivered in person or in another context. Similarly, lawsuits or claims for an error or omission regarding such advice will generally be covered. There may be a question, however, if advice via telehealth is rendered to clients or patients in states requiring licensure, as the dietitian may need to be licensed in such states. If the dietitian is found not to be licensed in situations where licensure is required, or if the advice being rendered is outside the scope of practice as defined within the state where the recipient of the advice resides, there may be no coverage.

- *Will I have coverage for claims arising from books that I may write and publish?*

Probably not. Most general liability policies will contain an express exclusion for Publisher's Liability, and insurers often take the position that writing books is separate from, and therefore not a part of, the practice of dietetics. An author may wish to inquire whether a particular publisher's insurance will be applicable, and also to provide appropriate disclaimers to prevent readers from acting in unreasonable or unforeseen reliance upon the subject matter. In addition, the policy does not apply to anyone who engages in the business of advertising, broadcasting, publishing, or

telecasting, which is also viewed as outside the scope of the health care practice. Dietitians engaged in the "business" of writing or publishing should seek out a Publisher's Liability policy for these types of activities.

- *Do I have to see patients to qualify for liability insurance?*

No. Seeing patients is not viewed as an essential element to practicing dietetics, and it is therefore not a requirement for applying or qualifying for insurance coverage.

In summary, the primary question regarding whether specific activities are covered under your professional liability policy is whether those activities fall within the acceptable scope of practice for the locale and situation in which they are utilized. In addressing this question, one should first look to the licensure laws in the applicable state, but there are also additional factors that may be considered when making the determination. If the activities are within the scope of practice as determined by reference to these various factors, then coverage, outside of the standard policy exclusions, would generally be afforded. Of course, it is the terms of your insurance policy that ultimately govern your coverage, and it is always beneficial to consult the language of the policy.

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