

# PROFESSIONAL LIABILITY INSURANCE PROGRAM

for Feldenkrais Guild of North America



amta  
american massage therapy association®



## Your Interests Come First

Having professional liability insurance coverage as part of your AMTA membership gives you the peace of mind that you will be protected in your day-to-day practice. With coverage through AMTA, your interests are protected if you are named in a lawsuit or claim. Your coverage will travel with you, for claims brought against you anywhere in the United States of America, including its territories and possessions, Puerto Rico or Canada, as long as you are practicing within the scope of your license or certification, and in accordance with the modalities not specifically excluded subject to the policy terms, conditions, provisions and exclusions.

### Broad Protection and Occurrence Coverage.

While many massage therapists purchase insurance specifically for the professional liability insurance coverage it affords, the great news is that AMTA's liability coverage for professional and graduate AMTA members includes a broad set of coverages about which we wish to help educate you. Because this is an occurrence policy, coverage is provided for a covered claim irrespective of when a claim is made if your membership and this insurance was effective at the time of the covered incident or occurrence. You can work confidently, knowing you're covered by one of the broadest professional liability insurance programs in the industry.

## What's in the Policy?

### Professional Liability Coverage

If you are sued for malpractice, Professional Liability coverage protects you from the potential devastating effects of a covered lawsuit or claim. Sometimes, this type of coverage is also called medical malpractice insurance. AMTA's Professional Liability policy covers up to \$2,000,000 per claim and up to \$6,000,000 annual aggregate for all claims to satisfy any judgments against you for covered claims of malpractice. AMTA does have a Master Policy Aggregate Limit of \$10,000,000. This means that during any given policy period, which is one calendar year, the AMTA Master Policy will pay up to \$10 million for all claims against all AMTA members that occur during that policy period.

### License Protection Coverage

Maintaining your license to practice is critical to your livelihood as a massage therapist. If a client files a complaint with the Licensing Board or to your state's accrediting body, it may result in a settlement conference or administrative hearing. AMTA's Liability Insurance includes License Protection coverage, which provides reimbursement of attorney fees (of up to \$200 per hour) that you incur for the investigation and defense of complaints to the licensing authority alleging professional misconduct, incompetence or physical or mental incapacity.

### Defense Experience on Your Side

If you're named in a malpractice lawsuit for a covered claim, you must notify HPSO immediately. HPSO will compile the initial data and will contact our insurer, CNA, immediately. CNA will then begin the process of managing and defending this claim. Be assured that legal fees for covered claims are paid – win or lose.

### Estheticians, Yoga, and Tai-Chi

We know that massage therapists are multi-talented! That's why the affordable insurance that comes with an AMTA membership includes dual liability coverage for massage therapists who are also yoga instructors, tai-chai practitioners, or estheticians performing covered services.

### Communicable Diseases

There is no direct exclusion in your professional liability policy through HPSO and your AMTA membership for communicable diseases like the Coronavirus. If you feel you have or are at risk of a claim that's related to the providing of professional services and a patient/client being diagnosed with or infected by COVID-19, you should contact HPSO so that we can review your claim and determine if coverage applies to your specific situation. Each claim must be evaluated on its unique facts and circumstances, as well as policy provisions and the allegations of a claim, in order to determine if coverage applies.

In addition to your professional liability and license protection coverage, subject to the policy terms, exclusions and limits specified, your insurance coverage also includes the following:

**Personal Injury Liability:** Provides coverage for claims arising from allegations of slander, libel, assault, battery, and other alleged personal injuries committed in the performance of your massage therapy services. This could include allegations of making false or damaging statements about a competitor or unfounded allegations of physically attacking a client.

**General Liability:** Provides coverage for those amounts you become legally obligated to pay as a result of bodily injury or property damage arising from an accident, other than a massage therapy incident, at a location where you are providing massage therapy.

**Good Samaritan Liability:** Provides coverage for amounts that you become legally obligated to pay as a result of an act, error or omission in providing professional services as a Good Samaritan in a sudden, unforeseen emergency.

**Malplacement Liability:** This coverage will pay for amounts you become legally obligated to pay as a result of an act, error or omission arising from your responsibilities for arranging and qualifying suitable work for other eligible massage therapists. Coverage may apply in the event that a massage therapist you placed is alleged to be negligent or misrepresented their qualifications.

**First Aid:** Provides reimbursement for expenses you incur as a result of rendering emergency help to a sick or injured person who is not an enrolled member until full medical treatment is available, if reported to us within 48 hours.

**Defense Expense:** If you are required by your insurance provider, or a defense attorney, to attend a trial, hearing or proceeding, the Defense Expense Benefit provides reimbursement for travel, food, lodging, and lost wages. The stress of your attendance at a hearing or trial may be somewhat mitigated by knowing you will receive reimbursement for certain covered expenses while you are unable to perform your massage therapy services.

**Deposition Representation:** If you receive a subpoena for documents or testimony arising from massage therapy services, but are not named in a professional liability lawsuit, Deposition Representation Coverage will pay for a designated attorney to prepare you for the deposition.

**Fire & Water Legal Liability:** Provides up to \$100,000 coverage for fire or water damage to a property you rent or lease for providing massage therapy services. Your personal property is not covered with Fire and Water Legal Liability. A separate, optional Business Insurance policy would cover your personal property. If you lease or own your own business property, you should consider adding a Business Insurance Policy.

**Medical Payments:** This coverage provides reimbursement of medical expenses if a client is accidentally injured at your residence or business premises.

**Assault:** Coverage will reimburse you for medical expenses and personal property damage expenses you incur in the event you are assaulted at your workplace or while going to and from your workplace.<sup>1</sup>

**Products Liability:** Pays for amounts which you become legally obligated to pay for injury or damage caused by any massage therapy goods utilized by you while providing massage therapy services.

**HIPAA:** This coverage will pay for fines and penalties you become legally obligated to pay for errors in managing or transmitting protected health information of your clients, such as medical history or mental health conditions. It also provides reimbursement for costs related to notifying clients of potential breach of confidential information.

<sup>1</sup>Not available in Texas.

## Features at a Glance

| Features   | Coverage Limits*  |
|--|---|
| Professional Liability, Personal Injury Liability, General Liability, Good Samaritan Liability, Malplacement Liability, Products Liability | Up to \$2,000,000 each claim/<br>Up to \$6,000,000 aggregate per member |
| License Protection Coverage  | Up to \$10,000 per proceeding/Up to \$25,000 aggregate                  |
| Defense Expense  | Up to \$10,000 aggregate  |
| Deposition Representation  | Up to \$2,500 per deposition/Up to \$5,000 aggregate                    |
| Fire & Water Legal Liability   | Subject to \$100,000 sub-limit  |
| Medical Payments   | Up to \$2,000 per person/Up to \$100,000 aggregate                      |
| Assault Coverage (not available in TX)   | Up to \$10,000 per incident/Up to \$25,000 aggregate                    |
| First Aid  | Up to \$2,500 aggregate   |
| HIPAA  | Up to \$25,000 aggregate  |

\*Subject to master policy aggregate

## Additional Insured Coverage

An additional insured is when a person or entity, such as a landlord or organization other than the AMTA member, has an insurable interest in the liability risk. Adding a person or entity to your coverage as an additional insured provides coverage to that person or entity for their vicarious liability arising out of your actions while rendering professional services as a massage therapist. Your AMTA member insurance policy provides coverage to an additional insured when required by written agreement or contract. Please read your contract carefully to ensure that you are required to add additional insureds. Your employees may not be named as additional insureds, but they can obtain their own coverage by becoming an AMTA members. Also, your massage therapy business name should not be listed on the Additional Insured form. However, it may be listed on your Certificate of Insurance form below your name. Please contact Healthcare Providers Service Organization (HPSO) toll-free at 1-888-253-1474 if you have additional questions.

## To Report a Claim

Contact HPSO as soon as you become aware of a potential claim. The information can be reported by contacting HPSO at 1-888-253-1474. HPSO will confirm with AMTA that your membership and the policy were in effect on the alleged date of loss. It is also required that you submit proof of your license or a document demonstrating that you are adhering to the regulatory standards of practice in your state. If proof of licensure or adherence is not provided, the processing of your incident report will be delayed and may be denied. You can fax your proof of licensure to: 1-847-953-2550. HPSO will send your incident report to CNA within 24 hours in order to ensure that your potential claim is managed as quickly as possible.

### THIS PROGRAM IS BACKED BY MORE THAN 120 YEARS OF EXPERIENCE THROUGH CNA – AN INDUSTRY LEADER!

CNA has been an insurance leader for over 120 years and offers strong financial security to AMTA members. CNA's financial resources and operating performance have resulted in an "A" rating from A.M. Best, the nation's leading independent insurance analyst. CNA is committed to the well-being of the healthcare industry. For almost 40 years, CNA is the only multi-line stock insurance company to stay on A.M. Best's list of the Top 10 medical malpractice insurance carriers. With CNA on your side, AMTA members can focus on what they do best' providing professional massage therapy services.

The AMTA Professional Liability Insurance Program is offered through Healthcare Providers Service Organization (HPSO) Purchasing Group.

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Healthcare Providers Service Organization is a division of Affinity Insurance Services, Inc; In CA (License #0795465), MN ad OK, AIS Affinity Insurance Agency, Inc.; and NY, AIS Affinity Insurance Agency.

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