

Not all professional liability coverage is created equal

It's easy to dive right in to your first job without making sure that you're adequately protected. Before you put on your scrubs, however, it's important to discuss the following questions with your employer and ensure that you have a full understanding of your professional liability coverage.

What's the big deal?

Your professional liability policy is your safety net in case of a medical error or allegations of malpractice.

Not all policies are the same, and it's important to identify any gaps in your plan that leave you vulnerable. Make sure you understand what your policy does—and does not—cover to ensure you are adequately protected in the event of costly mistakes or allegations—even ones that are unfounded.

Key questions to ask about your employer-provided professional liability program

Am I protected if I do relief or volunteer work outside the practice?

A: If you are working as a relief or volunteer veterinarian in addition to your primary job, your employer-provided coverage may not protect you. Before taking on a side hustle, it's important to understand the boundaries of your coverage and fill the gap to protect yourself wherever you care for patients.

Where can I go for help with client communications?

A: We all are faced with difficult conversations (such as explaining that you've made a mistake or being accused of making an error that you don't believe was made). Can your employer or insurance carrier provide best communication practices? Be sure to seek guidance when faced with these conversations.

Who will review my malpractice claim?

A: Do you want a licensed, experienced veterinarian to review your claim or an insurance adjuster? A key component of malpractice

coverage through the AVMA Trust program is that all claims are reviewed by a licensed veterinarian. These professionals have walked more than a mile in your shoes. If your coverage comes from another source, it's likely that veterinarians won't be involved in the review of your claim.

Why do I need a consent-to-settle clause?

A: A consent-to-settle clause means that no claim will be settled without your express consent (or a written court order). If a policy does not have a consent-to-settle clause, the carrier (or your employer) can settle a claim without consulting you, which in turn can damage your reputation, take a toll on your personal wellbeing, and may affect your license. If your employer-provided liability insurance doesn't contain a consent-to-settle clause, it's important that you're aware of the potential ramifications.

Who will the attorney be protecting—me or my employer?

A: If a claim escalates to legal action, understanding the relationship between you and the attorney assigned to your situation is essential. Will they be there to protect you or the owner of the practice? If your coverage is through your employer, the attorney's priority will be defending the reputation and business interest of the practice.

Understanding the intricacies of your professional liability policy can be challenging.

By taking the time to understand your malpractice coverage in detail, you're making the choice to become better acquainted with your professional safety net and taking valuable steps to safeguard your future.