

***NOTE: This is a SAMPLE checklist, and is not intended to be exhaustive. Due to the differences in how different entities operate and changing legal requirements, this document will require customization for appropriate use. The document is NOT intended as legal advice.***

**CHECKLIST**

**Professional Liability Coverage for Telemedicine Providers**

Although the delivery of telemedicine services is arguably only a form of professional services delivered via electronic means, traditional professional liability coverage policies may not offer telemedicine providers coverage that meets their needs, particularly if they plan to provide services in multiple states and through multiple modalities.

Telemedicine providers should, therefore, when evaluating professional liability coverage policy and options, at least consider the following:

-does the policy explicitly cover injuries and costs resulting from your acts or omissions in the context of delivering professional telemedicine services, and does the definition of telemedicine services encompass all of the services you will provide, and the modalities through which you will provide them?

-is the carrier licensed and/or authorized to offer its services in all of the states in which you will provide the telemedicine services (i.e., for this purpose, all of the states in which the patients you will serve are located)?

-does the policy extend coverage to all of the states in which you will provide telemedicine services?

-does the policy offer coverage in the following circumstances (hopefully it does), or, alternatively, does it exclude coverage in the following circumstances (hopefully it does not)?

-injuries from services rendered to a patient in a state in which the carrier is not licensed?

-injuries from services other than face-to-face encounters?

-injuries associated with the use of specific modalities or platforms (e.g., individual or all asynchronous modalities may not be covered, even when synchronous modalities are covered)?

-injuries occurring when you are engaged in (or alleged to have engaged in) the unauthorized practice of medicine (including due to a failure to comply with licensure or practice of medicine standards in a particular state)?

-legal actions (administrative or licensure actions and/or criminal prosecutions) resulting from your alleged unauthorized practice of medicine?

-injuries occurring when you are engaged in (or alleged to have engaged in) regulatory violations associated with your delivery of telemedicine services?

-legal actions resulting from regulatory violations (or allegations of same) associated with your delivery of telemedicine services?

-injuries asserted by an individual other than your patient (e.g, the patient’s next of kin or estate)?

-what other exclusions are contained in the policy?

-is the policy occurrence-based or “claims made” (since, in the latter case, “tail coverage” will have to be considered)?

-does the policy offer flexibility to bind more limited (and less expensive) coverage if the telemedicine services to be provided are only interpretative (e.g., telepathology, teleradiology) in a peer-to-peer context, and do not involve direct-to-patient services?

-are the policy limits appropriate for the type and scope of services you will be delivering?