

# Suffering the injury and blaming the trainer.

OnFitness Magazine, June/ July 2006 [www.onfitnessmag.com](http://www.onfitnessmag.com)

When a fitness professional thinks about getting liability insurance, it's usually propelled by the idea of a client suffering an injury and blaming the trainer. But even the safest trainer in the world could eventually end up being sued for more ridiculous reasons, such as not losing weight or achieving the body of their dreams. Or, the lawsuit could be based on perceived sexual harassment; an individual needn't be mentally stable to hire a personal trainer.

When a trainer works for a gym or health club as an employee, the facility itself is covered (or should be) with professional liability insurance. But when the fitness professional is an independent contractor, using the facility's equipment, or training clients in their homes or outdoors, then professional liability insurance will not only cover unexpected legal twists, but will also provide the trainer with peace of mind.

## **What does professional liability insurance protect you against?**

- Claims of injury resulting from inadequate supervision of exercise routines
- Claims of failing to properly instruct the trainee
- Claims of improper use or recommendation of equipment
- Claims of injury resulting from use of substandard equipment
- Claims that the trainer **didn't** do something, such as spot the trainee or advise on proper eating
- Groundless claims, such as accusing the trainer of not being motivating enough

In a sue-happy, overly-sensitive society, lawsuits can arise over the most absurd things. Various insurance policies are available through membership of professional associations. This doesn't mean that membership in and of itself gets you the coverage. It simply means that membership gets you a reduced rate, versus purchasing the coverage independently in the absence of affiliation with a professional organization.

According to the American Council on Exercise, the following statement (or something similar) should be included in the professional liability insurance policy agreement:

*We agree to pay those sums that the insured becomes legally obligated to pay as damages because of the bodily injury or property damage to which this insurance applies, and will include damages arising out of any negligent act, error or omission in rendering or failing to render professional services described in this policy.*

In other words, the above protects you from having to pay legal costs to defend a claim that you did **not** do something, such as administer first aid to a trainee's injured foot. Really scrutinize every word on all the policies that you review, to make sure that the very types of services that you provide (or intend on providing) are thoroughly covered.

Make sure that the policy you're considering also covers legal fees, settlements and defense charges. The American Council on Exercise advises to make sure the following statement (or something similar) is on the policy before you sign anything:

*We will have the right and duty to defend any suit seeking damages under this policy, even if the allegations are groundless, false or fraudulent and may, at our discretion, make such investigation and settlement of any claim or suit deemed expedient.*

That's a fancy way of saying that the ideal policy covers the cost of a legal defense, along with any awarded claims. You don't want to heave a sigh of relief upon learning that a huge settlement will be paid for by your insurance, only to then realize you must pay out of your pocket the astronomical fees your defense attorney is billing you for.

Equally important is getting an itemized list of what is **not** covered. Exclusions usually pertain to abuse, cancer resulting from tanning beds, libel, and slander. A client may sue for "bodily injury" in the form of mental stress (i.e., the trainer was too critical). The language of "bodily injury" doesn't necessarily include emotional or mental injury. Be sure that this is clearly distinguished in the policy.

Another item to consider is coverage for acts allegedly committed prior to policy purchase, and coverage for claims made after termination of

coverage. For an additional cost, you can purchase “prior acts coverage” and “extended reporting endorsement.”

The most reputable insurance companies are licensed, nationally affiliated, have strong financial backing, and have a reinsurer. But don't stop there. See what kind of standing a prospective carrier has with the Better Business Bureau. All of this may sound overwhelming, but make your insurance agent work hard for you; that is his or her job, to give you full, thorough explanations of what insurance policy will work best for your business.