Online Therapy – Insurance Coverage

written by Richard Leslie | May 24, 2016

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… Therapists and counselors often ask whether or not their malpractice (professional liability) policy covers them if there is a claim or lawsuit for alleged negligence in the performance of online therapy (sometimes called Internet therapy or e-therapy). Because the answer to the question may vary from insurer to insurer, therapists should review their policy to see whether or not there is any exclusion or limitation pertaining to online therapy. If there is no exclusion or limitation, then coverage should exist.

Even if no exclusion or limitation exists, therapists must be sure that online therapy is authorized or allowable in the state where they practice and that they are performing such services lawfully. Attention must be given to the issue of practicing with patients that reside in another state. Generally, if the therapist is not licensed in the state where the patient resides, such practice may be unlawful. Additionally, therapists and counselors must be sure to comply with any restrictions or mandates of state law, such as obtaining informed consent prior to the commencement of online therapy. How does your state’s law or licensing board view this issue?