



STARTING YOUR OWN CHIROPRACTIC PRACTICE? HERE'S WHY MEDICAL MALPRACTICE INSURANCE SHOULD BE YOUR FIRST PRIORITY

By Lauren Anderson Garrun CFP (Pty) Ltd & Maree-Louise Uren iTOO Special Risks (Pty) Ltd

Setting up your own chiropractic practice is an exciting milestone. Whether you're a new graduate ready to take the leap or a chiropractor who has gained experience working for others and now wants to go solo, opening your own doors gives you independence, flexibility, and the chance to build your own brand and reputation.

But with this freedom comes responsibility — especially when it comes to protecting yourself, your patients, and your business. One of the most critical protections you need from day one is **medical malpractice insurance**.

Why medical malpractice insurance is essential

As a healthcare professional, you have a duty of care towards your patients. Despite your best intentions and expertise, things can sometimes go wrong — and even if they haven't, patients might perceive that something has, and decide to take legal action.

A medical malpractice policy is designed to provide cover for legal costs, compensation payouts, and other expenses that may arise from claims of professional negligence, errors, or unforeseen adverse outcomes.

Without this cover, a single claim (whether valid or not) can be financially devastating and severely damage your professional reputation. Having medical malpractice insurance gives you peace of mind to focus on what you do best: helping patients.

The importance of **written** informed consent

Obtaining proper written informed consent is a fundamental part of ethical healthcare practice — and a critical risk management step.

Informed consent is not just a formality or a piece of paper. It is a **human right**, ensuring that patients understand their diagnosis, the proposed treatment plan, possible risks (including serious but rare complications), alternatives, and expected outcomes. It empowers patients to make decisions about their own bodies and healthcare.



From an insurance perspective, **written** informed consent is also a **condition of your medical malpractice policy**. Failure to obtain it can jeopardise your cover and leave you personally exposed in the event of a claim.

Importantly, even if a patient suffers an adverse outcome, liability may be limited if you followed accepted professional standards and clearly disclosed the risks beforehand. Consent protects both you and your patient — but only if it is clear, specific, and properly documented.

Make sure you have detailed consent forms for each type of treatment you offer, that risks are clearly explained in plain language, and that all patient records are securely stored and accurately maintained.

Additional legal support — a valuable extra

A unique feature of the medical malpractice policy offering with Garrun CFP through iTOO Special Risks is that it includes an allocation of **free legal assistance cover**.

This can be used to have your consent forms vetted and updated by a professional, ensuring they meet best-practice standards and protect both you and your patients. You can also use this legal assistance for reviewing employee contracts, practice policies, and other important documents — a valuable resource, especially when you are just starting out and want to get things right from the beginning.

Claims Examples:

Medical malpractice insurance isn't just about protecting against worst-case scenarios — it's for the unexpected, the unfortunate, and the all-too-human moments that can happen in any practice. When evaluating whether a healthcare professional may be liable for medical malpractice, insurers and legal bodies often refer to the "4 D's of negligence": **Duty, Dereliction, Direct Cause, and Damages**. These four elements must typically be present for a claim to succeed — and understanding them can help you identify and mitigate risk in your own practice.

Scenario 1: Rib Fracture

During the course of chiropractic treatment, a patient received an adjustment to the **lumbar spine**. The patient was positioned in a **side-lying** posture, with the chiropractor's **non-contact hand placed over the patient's hands**, which were resting on the **right lateral rib cage**. After the adjustment was delivered, the patient reported **immediate pain** in the right rib region. A subsequent **X-ray confirmed a rib fracture**, and the patient filed a claim for **damages**.

Application of the 4 D's of Negligence:

1. Duty - As a healthcare provider, the chiropractor had a duty to deliver care that met the professional standards of chiropractic practice, including safe and appropriate techniques for spinal adjustment and proper patient handling during treatment.

2. Dereliction (Breach of Duty) - It would be important to verify whether the risks of such treatment, including rare but possible adverse events like rib fractures, were explained to the patient beforehand and documented. If the technique used was overly forceful, improperly positioned, or contraindicated for the patient's condition (e.g., osteoporosis, previous rib injury), the chiropractor may have deviated from the expected standard of care. Even though the hand was designated as "non-contact," the placement and resulting pressure over the lateral rib cage may have contributed to the injury. This scenario may represent a **plausible case of professional negligence**, depending on additional clinical context, patient history, and whether proper consent and assessment procedures were followed.





3. Direct Cause - The patient experienced **immediate rib pain** following the adjustment, and imaging confirmed a **rib fracture**. This temporal link, along with anatomical correlation, strongly supports that the adjustment was the **direct cause** of the injury.

4. Damages - The patient suffered a **documented physical injury** (rib fracture), likely resulting in pain, reduced mobility, possible time off work, medical imaging costs, and possibly additional treatment—qualifying as **tangible damages**.

Scenario 2: Heat Pack Treatment Burn

Mr. X is a regular outpatient at an Incorporated practice, attending bi-monthly treatment sessions to manage his progressive Parkinson's Disease and associated lower back pain, which impacts his gait, balance, and mobility. During one such session, a wheat heat pack was applied—wrapped in a towel—to Mr. X's spine and trunk to assist with pain relief, promote healing, and reduce muscle rigidity.

Throughout the session, the Chiropractor remained in the treatment room. When Mr. X reported that the heat pack was becoming too warm over his lower back, the heat pack was removed from that area. Upon inspection, the skin was red but intact.

Eight days later, the practice was notified by email that Mr. X had sustained a burn above the gluteal area. Following this, a complaint was lodged with the regulatory body seeking compensation for wound care therapy related to the injury.

Application of the 4 D's of Negligence:

1. Duty - Mr. X's treating Chiropractor had a professional duty to provide safe and competent care during his treatment sessions and adhere to professional standards. This included the correct and cautious use of therapeutic modalities such as heat packs, ensuring and monitoring patient comfort and safety, and preventing injury such as burns. Patients should be encouraged to report discomfort immediately. The therapist's response to such reports must be timely and adequate.

2. Dereliction (Breach of Duty) - The Chiropractor applied a **wheat heat pack** wrapped in a towel along Mr. X's spine and trunk during the session and remained present throughout. When Mr. X reported the heat becoming too warm the heat pack was removed. The skin was checked and was red but intact at that time.

The potential breach of duty could lie in whether the Chiropractor:

-  Informed about the risks associated with heat therapy, including potential burns and obtained proper documentation of informed consent.
-  Adequately monitored the heat intensity throughout the treatment.
-  Appropriately managed the patient's complaint of excessive heat in a timely manner.
-  Maintained proper documentation and follow-up after removing the heat pack.
-  The fact that the patient sustained a burn (reported later) may indicate a failure to prevent injury or fully assess and document the skin condition during or immediately after treatment.

3. Direct Cause - The burn above Mr. X's gluteal area, reported 8 days after the treatment, is alleged to have been caused by the heat pack application during the treatment session. The direct cause link is based on:

-  The location of the burn, which correlates with the area where the heat pack was applied.
-  The patient's report of the heat being "too warm" during the session.
-  The delayed complaint suggests possible progression or worsening of the injury after treatment.



4. Damages - Mr. X suffered a thermal injury (burn) above the gluteal area, which required wound care therapy, involving additional medical treatment, discomfort, and possible impairment or loss of quality of life. The injury has led to a compensation claim lodged with the regulatory body. The complaint lodged with the regulatory body may lead to investigation, potential sanctions, or a civil claim depending on findings.

Scenario 3: Dry Needling Pneumothorax

Ms. A attended a chiropractic session on 04 April 2025, during which dry needling was performed to manage her cervical and thoracic pain. She was verbally informed about the risks associated with dry needling and gave her consent. At the end of the session, she had no immediate adverse symptoms such as difficulty breathing.

On 05 April 2025, Ms. A experienced shortness of breath at home, which persisted on 06 April 2025. She was admitted to Hospital on the evening of 06 April 2025, where investigations confirmed a punctured left lung (pneumothorax). She was treated with an intercostal drain and is expected to be discharged soon.

The Chiropractor later explained to her husband that lung puncture is a recognized, though rare, complication of dry needling.

Application of the 4 D's of Negligence

1. Duty - The chiropractor had a duty to exercise professional skill and care while performing dry needling. This included providing clear information about the procedure's risks, obtaining informed consent, and performing the treatment competently, with reasonable care to minimize harm. Observing patient response and promptly addressing complications as well as informing patients about warning signs and when to seek urgent care.

2. Dereliction - There is no immediate indication that the Chiropractor deviated from their duties. The patient was informed of risks, consented to the treatment, and no immediate complications were noted during or immediately after the session. Dry needling inherently carries a small risk of pneumothorax, which is a known potential complication. Obtaining informed consent, including disclosure of potential serious risks like pneumothorax, is legally necessary, clearly explaining treatment risks and obtaining patient agreement. If the injury occurred despite adherence to accepted standards of care and proper consent.

3. Direct Cause - The punctured lung was directly caused by the dry needling treatment, as evidenced by the timing of symptoms following the procedure and the known risk profile of dry needling in the thoracic region.

4. Damages - Ms. A suffered a significant injury—a pneumothorax—requiring hospitalization, invasive treatment with an intercostal drain, and related pain and discomfort. This constitutes clear physical harm and potential emotional and financial damages.

What to do when something goes wrong

Despite your best efforts, you might face a situation where a patient experiences an unexpected outcome, becomes dissatisfied, or there is a genuine medical emergency. Knowing what to do in these moments is crucial — both to safeguard your patient and to protect yourself from further risk.

In a medical emergency

- Make sure your practice has clear, up-to-date **emergency protocols** in place.
- All staff should know exactly **what to do and who to call** in an emergency situation.
- Focus first on **stabilising the patient** and ensuring they get the necessary care. This may include calling an ambulance and arranging immediate hospital transfer.
- Document all actions taken during the emergency accurately and in detail.



When a patient is upset or makes allegations

- Stay calm and professional. Listen to the patient's concerns without becoming defensive.
- **Avoid admitting liability** or making statements that could later be used against you.
- Do not promise compensation or accept blame — even if you feel responsible or empathetic.
- Explain that you take the concern seriously and that it will be investigated properly.

Inform your broker immediately

It is critical to notify your broker or medical malpractice insurer **immediately** if there is a potential claim, complaint, or even just a threat of legal action.

Medical malpractice policies are written on a **claims-made basis**, which means a claim—or even a circumstance that might give rise to a claim—must be reported to the insurer without delay, and in accordance with the specific timeframes stated in the policy, for cover to apply. Once you notify your broker, the matter is officially considered “made”—this protects your rights under the policy and ensures the insurer can step in with the appropriate guidance and support from the outset.

Just as important is making sure your policy is **renewed in time each year**. If your cover lapses — even briefly — you could lose the right to claim for past incidents, regardless of when the incident occurred.

Conclusion

Starting your own practice is a big step, and setting the right foundations from day one can make all the difference. By prioritising medical malpractice insurance, implementing proper informed consent practices, using available legal support, and knowing how to respond when things go wrong, you not only protect your business but also show your commitment to ethical, professional care.

If you are not yet insured, or are looking for robust protection you can rely on, contact **Garrun CFP** to sign up for one of the most comprehensive malpractice insurance solutions in the South African market. You do **not** need to be a member of any professional association to qualify — as long as you are registered with the relevant regulatory body, you can take out cover **directly as an individual**.



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Send us a WhatsApp on:

[076 284 8108](https://wa.me/0762848108)

Phone: 011 794 6848

Email: specialists@garrun-group.co.za