



CASE OF THE QUARTER: MRS. SPRING VS. DR. WINTER

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The “Case of the Quarter” column is a sample case study that highlights best practices in actual scenarios encountered through [PRMS’ extensive experience in litigation and claims management](#). Specific names and references have been altered to protect clients’ interests. This discussion is for informational and education purposes only and should not be relied upon as legal advice.

FACTS:

Dr. Winter began treating Mrs. Spring for post traumatic stress disorder. In general, Mrs. Spring’s condition improved under his treatment although life stressors caused her excessive anxiety. After one year of treatment, Dr. Winter offered Mrs. Spring a job answering phones at his office. He needed the help and she had previously worked in a doctor’s office and needed a job. She accepted the position and quickly excelled in her role, receiving many compliments from patients. Dr. Winter continued to treat her. After six months, he promoted her to Office Manager. Soon after that, the other employees started complaining about her stating that her temperament was mercurial and that she did not create a positive work environment. Dr. Winter addressed the issue with staff and Mrs. Spring, but the situation did not improve, and Dr. Winter eventually fired her. Mrs. Spring filed suit against Dr. Winter and his practice alleging medical negligence and various employment claims.

ALLEGATIONS:

Discrimination based on a disability; wrongful termination; intentional infliction of emotional distress; and medical negligence.

COVERAGE:

After reporting the suit to his malpractice carrier, Dr. Winter learned that his policy did not cover employment-related claims. Because Mrs. Spring alleged medical negligence, his carrier assigned an attorney to defend him under a reservation of rights. When an insurance company defends under a reservation of rights, it reserves the right to withdraw from the defense, to seek reimbursement of defense costs, and to refuse to

indemnify the insured for any award made against him. Fortunately, Dr. Winter had a business liability policy that paid for an attorney to defend him on the employment-related claims. His carrier paid an attorney to defend him on the medical malpractice claim.

DEFENSES:

The attorney defending Dr. Winter on the medical malpractice claim filed a motion to dismiss the claim since the alleged actions arose from Mrs. Spring’s employment, not her medical treatment. Further, Mrs. Spring failed to allege that she suffered any injury from the medical treatment that Dr. Winter provided.

OUTCOME:

The Court dismissed the medical negligence claim with prejudice which means Mrs. Spring could not bring the claim again. Her employment claims were eventually settled. Mrs. Spring then filed a complaint with the Medical Licensing Board alleging that Dr. Winter exploited her in the work environment based on what he learned during treatment. The Board issues a letter of concern to Dr. Winter after its investigation.

TAKEAWAY:

It’s best not to take on dual roles with patients. As you can see in this example, doing so can result in a lawsuit, a potential lack of coverage, and a complaint with your Licensing Board. If you are treating a patient, you should not hire that person to work for you. On the flip side, you should avoid treating as patients those who work for you.

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