

Sexual and financial exploitation of client by chiropractor (02HDC09817, 17 January 2003)

Chiropractor ~ Financial and sexual exploitation ~ Ethical standards ~ Information about costs ~ Rights 2, 4(2), 6(1)(b)

A 49-year-old woman complained that a chiropractor made inappropriate comments and touched her inappropriately while providing spinal checks, initiated sexual contact while in a professional relationship, and sexually exploited her.

The Commissioner reasoned that the chiropractor abused his position by purporting to provide chiropractic treatment, when in reality he was using the woman for his own sexual gratification. It was immaterial that the purported professional assessment took place in the chiropractor's home, rather than at his clinic.

The sexual exploitation was compounded by the chiropractor turning the situation to his financial advantage. The chiropractor breached Right 2 of the Code by transgressing professional boundaries and engaging in flagrant sexual and financial exploitation of a consumer who trusted and admired his skills. Having initiated sexual contact, he used the opportunity to pretend that he was providing free treatment, to be continued at his clinic. The Commissioner stated that the maintenance of professional boundaries is an integral part of the provision of health services, and its importance in the provider/consumer relationship cannot be overemphasised.

By engaging in sexual activity with the consumer over the course of his professional relationship with her, the chiropractor breached the ethical standards set out in the Chiropractic Board Code of Ethics relating to sexual misconduct, and thus also breached Right 4(2) of the Code. This was not a case where, over the course of a professional relationship, boundaries became blurred; the chiropractor first used his professional status to initiate sexual touching, and then used further sexual touching as a basis for extending the professional (and commercial) relationship. The chiropractor showed an alarming lack of insight as to the nature of his inappropriate and exploitative actions.

The woman also complained that the chiropractor failed to give appropriate information, in that he did not explain the nature of the weight-control pills given to her, why they were provided, the cost of the medication, and that she was required to pay for it. The chiropractor breached Right 6(1)(b) because it is incumbent on a provider to make it clear that a service or product carries a charge.

The Commissioner referred the matter to the Director of Proceedings. The charge in relation to a sexual relationship with a client was upheld by the New Zealand Chiropractic Board at the level of professional misconduct, and the charge in relation to the failure to provide adequate information about the weight-loss tablets supplied was upheld at the level of conduct unbecoming.