Civil Liability Insurance for Doctors in Algerian Legislation

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Abstract

Like other lawmakers, the Algerian lawmaker has ordered that physicians, surgeons, civilian healthcare facilities, and all other professionals in the medical, paramedical, and pharmaceutical fields get insurance that covers their civil liability for any mistakes they may make while carrying out their duties as professionals throughout the course of treatment. The hazards connected to using medical equipment and gadgets while practicing medicine are also covered by this insurance.

The goal of requiring medical professionals to carry civil liability insurance is twofold: first, to reimburse patients who may sustain harm as a result of medical errors, and second, to give physicians the protection they need to carry out their jobs in a secure and confident environment.

Keywords

Insurance;
Civil liability insurance;
Doctor;
Medical error;
Patient compensation.

التأمين عن المسؤولية المدنية للأطباء في التشريع الجزائري

ملخص

إنّ المشرع الجزائري وعلى غرار باقي المشرعين ألزم الأطباء والجراحين والمؤسسات الصحية المدنية وجميع أعضاء السلك الطبّي والشبه طبّي والصيدلاني باكتتاب تأمين يغطي مسؤوليتهم المدنية الناجمة عن الأخطاء الّتي قد يرتكبونها بمناسبة آداء واجباتهم المهنية وذلك طيلة مراحل العلاج، كما يغطي نتائج المخاطر الّتي قد تنجم عن استعمال الآلات والأجهزة أثناء ممارسة العمل الطبّي.

فالغاية المنشودة من إجبارية التأمين من المسؤولية المدنية الطبية هي تعويض ضحايا الأخطاء الطبية (المرضى) عن الأضرار الّتي قد تلحق بهم أثناء العلاج من جهة، وتوفير الحماية اللازمة للأطباء من أجل آداء عملهم في جو من الثقة والأمان من جهة أخرى.

الكلمات المفتاحية

التأمين؛
المسؤولية المدنية؛
الطبيب؛
الخطأ الطبي؛
تعويض المريض.

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I- Introduction :

The significance of insurance is demonstrated by the expansion in civil liability, whose scope has increased since the notion of compensation was developed. Therefore, in order to make up for the harm that has been done to the patient, insurance may be purchased to cover the damages that directly impact them. Because it has given both the patient and the doctor a sense of security, the concept of insurance in the area of civil liability for doctors has become quite popular. In reality, it has evolved into a social need in the medical profession that cannot be disregarded. In return for premiums or other financial payments made by the physician, other healthcare professionals, or medical facilities, the insurance company is required by the medical civil liability insurance contract to reimburse the injured patient for the damages resulting from the doctor's negligence. This payment is only made if the covered risk materializes. This indicates that the doctor's culpability to the wounded patient is closely related to the insurance company's obligation under the medical civil liability insurance contract. The insurance company is therefore required to pay out compensation equal to the doctor's liability for the patient's damages, up to the insurance coverage limitations, after the doctor's liability has been established. However, the insurer is not required to provide compensation in this case if the doctor's culpability is not proven.

In this article, we examine how much civil liability insurance helps to lessen the severity of losses brought on by medical errors in light of the legislators' acceptance of mandatory civil liability insurance in general and medical liability insurance in particular. In addition, how well has the Algerian lawmaker implemented the requirement for medical civil liability insurance to safeguard wounded patients?

We have separated our study into two sections in order to address these issues. The conceptual framework of medical civil liability will be covered in the first section, and the medical civil liability insurance contract for physicians will be covered in the second.

I.1. The Civil Liability of Doctors:

In the medical field, which is seen as a humanitarian one, physicians treat patients' most precious possessions: their lives and health. Because of this, the development of this profession has been a major focus of scientific study, since it has seen tremendous advancements in medical instruments and treatment procedures that have made it possible to conquer numerous ailments.

It boosted the patient's trust in the physician; yet, this did not stop physicians from occasionally making errors that might result in varied degrees of patient injury and need payment. This is referred to as medical liability.

We will attempt to describe the notion of civil responsibility for physicians in this area of our research by outlining its legal nature and definition, as well as going over the components of civil liability for doctors. For other researchers to reexamine or validate these techniques and instruments, they must be presented accurately, concisely, and without hyperbole. The tools and techniques employed can be explained by the author using a scheme, table, or diagram; this part is broken up into smaller sections, the contents of which change depending on the article's topic.

I. 1.1. Definition of Medical Civil Liability:

By discussing its linguistic and terminological definitions, we shall try to define medical civil responsibility in this section:

I. 1.2. Linguistically:

It is crucial to acknowledge that the phrase "civil liability" is a new use that was not present in the vocabulary of previous or current jurists before elucidating its linguistic origins. Legal experts use it as a contemporary phrase.

Going back to the linguistic definition of civil responsibility for physicians, we see that it is a compound phrase consisting of two terms, each of which may be defined independently to reveal its entire meaning: responsibility as well as the physician.

"Liability" means "the state or condition in which a person is held accountable and responsible for actions they have taken" in Arabic. It may also be used to describe a circumstance or attribute for which an individual is held accountable.

This phrase has its origins in the Qur'an, where it might signify asking questions concerning the unknown, as in the verse: "They ask you, [O Muḥammad], about the crescent moons." "They are time measurements for the people and for ḥajj [pilgrimage]," you say. (Verses 189 of Surah Al-Baqarah). Additionally, it can be used to warn, threaten, or punish, as in the passage "And stop them; indeed, they are to be questioned." (Verse 24 of Surah As-Saffat).

In the Hadith, the word "liability" also occurs. "Each of you is a shepherd, and each of you is responsible for his flock," the Prophet Muhammad (peace be upon him) is reputed to have remarked. A woman is a shepherd over her husband's family and his children, and she is in charge of them; a man is a shepherd over the people in his household, and he is in charge of them; and a servant is a shepherd over his master's money, and he is in charge of it. Therefore, everyone

of you is in charge of your flock and acts as a shepherd. As a result, the phrase is also used in the Sunnah in relation to accountability and consequences (Mokhtar, 2010, p. 11).

Additionally, the Arabic term "medicine" has several meanings. Since the main connotation is to managing things with ability and experience, someone who possesses these qualities is referred to as a "doctor." Additionally, "medicine" can also allude to magic, as in:

The doctor is the sorcerer, and a "matoob" man is someone who is charmed or bewitched. This is because, as a sign of hope, Arabs used to refer to things by their opposite. In the hopes that he would be freed from the spell, the charmed individual was therefore referred to as matoob (treated).

The word's ubiquitous and widespread usage is in the context of therapy and healing, even if its fundamental meaning alludes to competence and experience (Mokhtar, 2010, p. 12).

I. 1.3. Terminologically:

"Liability" refers to a person's duty to accept the repercussions of their acts that transgress particular ideals (Mahmoud, 1967, p. 02). When medical professionals do not provide the attention that their profession requires and that patients anticipate in order to heal or improve their condition, medical responsibility results. Because the profession is governed and regulated by law, and breaking this legislation carries consequences, a doctor must be accountable to their profession and practice it well.

Medical liability was created out of necessity; it is inconceivable that doctors would be allowed complete autonomy in their practice to treat patients' bodies and minds without being constrained by obligations that require them to use caution (Al-Sartawi, 2007, p. 63).

I. 2. The Legal Nature of Medical Liability:

There are ethical guidelines that regulate the doctor-patient interaction. The patient is the weaker party in this situation as they fully surrender themselves to the doctor's control. In order to treat and guide the patient, the doctor must fulfill unique responsibilities that go beyond the realms of science and technology. Taking accountability for one's conduct is essentially a unique professional duty for doctors (Al-Kubaisi, 2005, p. 17).

There are two types of medical liability: civil and criminal. Civil medical responsibility occurs when a physician violates their duty in a way that results in the patient suffering bodily pain, harm to their reputation, or a decline in their financial situation, all of which call for payment (Al-Fadl, 1995, p. 15). This responsibility is divided into two types:

- When an individual suffers injury as a result of a doctor's violation of a contractual responsibility, this is known as contractual liability.
- Tortious liability occurs when an individual suffers injury as a result of a doctor not fulfilling a legal responsibility.

Any legal infraction that a physician commits that carries a fine or jail sentence makes them criminally liable (Al-Ma'ayta, 2004, p. 34).

I. 2.1. Elements of Civil Medical Liability:

According to Article 124 of the Algerian Civil Code, whenever someone does an act—regardless of its nature—that causes injury to another person due to their fault, they are required to compensate the victim. This clause clarifies that a doctor's civil culpability is predicated on three essential components: medical mistake, injury, and the causal link.

I. 2.1.1. Medical Error:

The foundation for proving medical culpability is medical mistake. For a doctor to be held civilly liable, they must make this mistake.

Error is often described as any violation of the legal responsibilities of caution and care or any failing to execute a previous legal commitment (Nisha, 2011, p. 18).

Any violation of a prior duty made by a person acting in their role as a doctor while carrying out medical procedures or while doing so that a sensible and reasonable doctor would not carry out in the same situation is known as a medical mistake (Kamal, p. 18).

Since a doctor's error is the basis for their civil culpability, it must have two fundamental elements:

- The term "material element" describes the wrongdoing or departure. This divergence in the medical sector may be characterized as the physician's departure from the theoretically and scientifically recognized principles that the medical community should be aware of when carrying out medical responsibilities. If the doctor violates the integrity principle or fails to take action that should have been taken, this conduct might be considered a negative act of abstention.

- The moral element entails consciousness and judgment. A doctor must be aware that they disregarded their profession's obligation to behave wisely and cautiously in order for their culpability to be proven (Mahdi, 2007, p. 05).

Medical errors are different from other kinds of errors, and in order for them to be legally recognized, they must meet specific requirements, like as:

- A doctor must have made the mistake.
- The mistake must have occurred while the physician was carrying out their duties.
- The circumstances surrounding the negligent physician, including the location and timing of the medical procedure that resulted in the error, must be taken into account.
- The doctor's mistake must be clear-cut and unmistakable.

I. 2.2. The Damage:

The second pillar of medical civil responsibility is damage. The mere presence of an error does not establish this culpability; the patient must also suffer injury as a result of the error. Furthermore, unless there is a causal connection between these two factors—which is the third pillar of medical civil responsibility—they cannot be used alone to prove the doctor's civil obligation.

Damage is defined as the violation of the injured party's interest in accordance with general principles. This can happen by impairing an already-existing condition or denying the harmed person a prior benefit, making their circumstances worse than they were before to the blunder. Damage is generally understood to be the violation of a legitimate interest or human right, whether or not that interest or right has to do with the person's physical safety, right to life, property, emotions, honor, or other such rights (Asaf, p. 92).

Certain requirements must be fulfilled in order for medical harm to be objectively and legally justified and for reimbursement to be conceivable:

- The medical injury needs to be definite, which means it has happened or will unavoidably happen in the future. Examples of this include damages that develop over time and result in lifelong impairment. Compensation is not warranted for uncertain probable harm.
- The medical injury must be direct, which means it must be the direct consequence of the doctor's damaging behavior.
- The rights of the wounded patient must be safeguarded by the law. This implies that the harm must impact the patient's legally recognized and established rights, as guaranteed by treaties and constitutions, including the right to life and the protection of their bodily and mental well-being.
- The harm must be measurable in monetary terms, which means that a monetary sum for compensation may be calculated.

I. 2.3. Causal Relationship:

The mere fact that a doctor makes a mistake and causes injury to a patient does not, by itself, establish the doctor's civil culpability unless the patient's suffering is directly caused by the doctor's error, a situation known as a causal connection.

It indicates that there is a clear connection between the patient's injury and the doctor's medical blunder.

Because of the human body's physiological and functional traits as well as its fluctuating pathological situations, causality in medical treatments is extremely complicated. This intricacy may result in a number of interconnected sources of harm, such as when a patient creates the harm, when a group of doctors treat the patient together, or when a doctor's harm produces further harm. So how can one establish a causal relationship? In these situations, the idea of the "producing cause," which is the only factor contributing to the harm, has been embraced by legal doctrine and the judiciary.

An external cause, such as an unforeseen circumstance, a force majeure occurrence, a mistake made by the injured party, or an error made by a third party, may negate the causal link. "If a person proves that the damage arose from a cause beyond their control, such as an unexpected event, force majeure, or an error committed by the injured party or by a third party, they shall not be obliged to compensate for that damage, unless otherwise provided by law or agreement," reads Article 127 of the Algerian Civil Code, confirming this.

Accordingly, an external cause may be an unforeseen circumstance, a force majeure occurrence, or a mistake made by the harmed party or a third party. The causal link is nullified when there is such an external cause (Al-Ma'ayta, 2004, pp. 61-62).

I. 3. Medical Civil Liability Insurance:

The idea that a patient having therapeutic or surgical operations, including cosmetic ones, should be insured against dangers arising from their body's insufficient resistance to unknown situations was originally introduced by the jurist Brisad. This was accomplished by the insured person certifying that they were seeking treatment in good faith.

Although the idea of insurance has existed since antiquity, it only became well-known in 1930 when legal and medical experts emphasized how important it is for patients to insure themselves against the risks associated with medical or therapeutic operations. This was viewed as a means of safeguarding patients from possible dangers and shielding physicians from any malpractice claims.

Many people now hold doctors responsible for any injury they sustain during treatment, assuming that the harm is the product of the doctor's carelessness, thanks to the development of medical sciences, the proliferation of the insurance phenomena, and its assured influence. The idea of patients insuring themselves has even emerged as a result of this development.

In order to protect the patient from potential hazards and shield the physician from responsibility, Professors Crozon and Henri Dezoual have proposed a measure that highlights the risks associated with surgical treatments.

The idea of supplemental insurance was developed to cover unforeseen mishaps that could happen during medical intervention for the wounded person acting in good faith, without blaming the surgeon. As a result, supplemental insurance covers losses that do not fall under the purview of the doctor's duty to provide the required care. This covers unanticipated and unexpected harms that are not attributable to a particular person (Kroumi & Khalifi, 2020, p. 92).

Given this, we shall define civil liability insurance for physicians and explain the scope of its requirement before delving into the subject. Additionally, we will describe the several medical civil liability insurance divisions and their implications.

I. 3.1. Definition of the Medical Civil Liability Insurance Contract:

"Insurance is a contract whereby the insurer undertakes to pay the insured party or the beneficiary a sum of money, an annuity, or any other financial compensation in the event of the occurrence of the risk specified in the contract, in exchange for premiums or other financial contributions," according to Article 619 of the Algerian Civil Code, which generally governs insurance contracts. Since the Algerian legislator left the formulation of the insurance contract to legal experts, this article focuses on the legal and technical aspects of insurance in general. The same is true of the civil liability insurance contract, which legal scholars define as an agreement whereby the insurer (the insurance company) insures the physician as the insured party against damages arising from claims of civil liability made by the patient, their heirs, relatives, or third parties while the physician is practicing medicine because of actions that involve liability.

According to some definitions, it is a contract in which the insurer assures the insured person of the monetary repercussions of any civil obligation imposed upon them. It covers a physician's legal culpability for injuries a patient sustains as a result of a professional error committed by the physician or surgeon, whether the error happened during surgery, diagnosis, or treatment. It also includes situations when general or local anesthetic was used, regardless of whether the damage happened during a consultation, visit, or treatment—that is, while the doctor was doing their professional responsibilities (SoumiaInsurance, 2019, p. 54).

According to the aforementioned, the goal of a medical civil liability insurance policy is to protect the doctor against civil liability—whether tortious or contractual—to third parties who suffer injuries as a result of medical mistakes. According to their agreement, the insured under this contract is required to pay the insurance company the premiums.

This definition also identifies the parties to the medical civil liability insurance contract, which are the doctor as the insured and the insurer (the insurance company) as the party that bears the consequences of the doctor's civil culpability. Lastly, in the event that the insured risk materializes, the beneficiary—who may be the patient or their legitimate heirs—receives the insurance payout (compensation) from the insurance company.

I. 3.2. The Obligation of Insurance for Medical Civil Liability:

In Articles 163 to 173 of Ordinance 07/95 regulating insurance, the Algerian parliament discussed civil liability insurance in general; Articles 167 and 169, in particular, dealt with medical civil liability insurance.

The same ordinance's article 167 states that "Civil health institutions and all members of the medical, paramedical, and pharmaceutical professions practicing on their own behalf must subscribe to insurance to cover their professional civil liability toward their patients and third parties."

"Institutions that remove and/or alter human blood for medical use must subscribe to insurance against harmful consequences that may befall blood donors and recipients," reads Article 169 of the same code (Article 169 of Order 07/95 , 1995)."

These two stories demonstrate how the lawmaker mandated civil liability insurance for medical professionals. Without signing an insurance policy with one of Algeria's recognized insurance providers that covers probable mistakes made during medical procedures, a doctor is not permitted to practice.

According to the two aforementioned provisions, the lawmaker has mandated it for both public and private civil health facilities, as well as for all private practitioners in the medical, paramedical, and pharmaceutical fields. As a result, insurance companies are held accountable for paying patients or their heirs for mistakes made in medicine. Therefore, one of the required insurances is medical civil liability insurance, which is required for individuals in the medical,

paramedical, and pharmaceutical fields who work solely in the private sector as well as for civil, public, and private healthcare facilities as well as blood donation and transfusion facilities.

It is important to note that the Algerian lawmaker distinguished between military hospitals and medical facilities and civil health institutions by using the word "civil health institutions" in Article 167 above. Therefore, all private medical clinics, public hospitals, and public health facilities are required to have civil liability insurance.

Regarding the requirement that private healthcare institutions obtain civil liability insurance, the legislator stated in Article 06 of Decree No. 321/07, dated October 22, 2007, which governs the structure and functioning of private healthcare institutions, that private healthcare institutions must obtain insurance that covers the civil liability of the organization, its staff, and its patients (Article 06 of Executive Decree No. 321/07, 2007, p. 17). In other words, the lawmaker specifically required private clinics to have insurance coverage that cover their civil liability for medical blunders.

As part of the oversight of this insurance obligation, the legislator stipulated in Article 184 of Ordinance 07/95 pertaining to insurance that anyone who does not comply with the mandatory insurance specified in Articles 163 to 172 and 174 of the same ordinance will be subject to a fine ranging from 5000 DZD to 100,000 DZD. These provisions include the previously stated articles 167 and 169, which deal with the required medical civil liability insurance and the people covered by it.

As a result, anyone who is required by these two articles to obtain insurance against medical civil liability is subject to the provisions of Article 184 in the event that they do not do so. The fine is collected in the same way as direct taxes and is given to the public treasury (Article 184 of Order 07/95, 1995).

I. 4. The Importance of Medical Civil Liability Insurance:

As interactions with physicians and other healthcare professionals have grown, so too have the hazards associated with the way these professionals treat their patients. This emphasizes the value of medical liability insurance, which helps patients, physicians, medical staff, society, and even the entire country's economy.

I. 4.1. The Benefits of Medical Civil Liability Insurance for Doctors and Medical Staff:

- For physicians, medical civil liability insurance offers a sense of security, fostering confidence and tranquility. This pushes them to put in more effort and raises their professional level.
- In order to maintain a stable environment, insurance also encourages doctors to be innovative, creative, and excellent at what they do.
- It gives doctors the security they need so they may work freely without worrying about making errors.
- It maintains the doctor's position and reputation in the community.
- It motivates people to carry out their responsibilities using contemporary tools and equipment.
- Because the insurance company will pay the patient in the event of medical errors, the insurance ensures the doctor or hospital's financial obligation, assuring their safety.

I. 4.2. The Benefits of Medical Civil Liability Insurance for Patients:

- Medical civil liability insurance gives patients all of their rights to treatment while ensuring their safety and security.
- It ensures that the patient will be fairly compensated for whatever injury they may have experienced, particularly in cases where the doctor is unable to do so. In these situations, the insurance provider takes accountability and pays the patient.
- Through mandatory medical civil liability insurance, the patient can directly submit a claim against the insurer without having to see the physician. The injured party may demand that the insurer pay the remaining balance if the insurance sum is insufficient to cover the damage.

I. 4.3. The Benefits for Society and the National Economy:

- Through collective insurance, medical civil liability insurance provides physicians with a number of benefits, including time and negotiation savings. Instead of negotiating one-on-one, it makes transactions with insurance firms easier.
- Because collective agreements encourage insurance firms to expedite procedures, they offer insurance under simpler circumstances that are frequently more attractive than those acquired by individuals.

- In order to handle losses stemming from medical errors, the insurance encourages physicians and unions to form collective guarantee funds under the supervision of the doctors' union and to amass money through collective insurance.
- Because insurance firms are instrumental in putting rules in place to avoid accidents and medical mistakes, medical liability insurance offers substantial advantages to society (Al-Saraireh, 2008, pp. 140-143).

I. 5. Effects of Medical Liability Insurance:

By creating a legal connection between the insurer (the insurance company) and the insured (the doctor), the insurance contract imposes duties on both sides. Logic dictates that the damaged party and the insurer do not have a direct relationship; rather, the civil liability case governs the direct link between the insured and the injured party. Additionally, there is a connection between the insured and the insurance company that is regulated and controlled by the insurance contract, which places duties on both parties. These responsibilities are explained in full below:

I.6. Obligations of the Insured:

Paying the insurance premium to the insurance company is the insured's first duty under the terms of the medical liability insurance contract. Providing the insurance company with correct information about the covered risk is another duty. The following is an explanation of these two duties:

I.6.1. Obligation of the Insured to Pay the Insurance Premium:

Before a medical error occurs and a patient suffers material, physical, or moral harm, the insured—who could be a physician, a healthcare facility, a member of the medical or paramedical corps, a pharmacist, or a blood transfusion center—must pay the insurance premium. The insurance company predetermines the insurance premium payment schedule in the contract (Al-Hayyari, 2005, p. 184).

The monetary compensation or the sum of money paid by the insured to the insurer in return for covering the insured risk is known as the insurance premium. The parties to the insurance contract agree on the time of the premium payment at the conclusion of the contract, as per Article 15 of Ordinance 07/95 regulating insurance. They can decide to pay the first installment at the moment the contract is executed, with the remaining payments to be made at a later date. Additionally, they could agree that the insurance contract would not be enforceable until the first payment is paid. But in reality, it is common for insurance firms to demand that the insured pay the whole insurance premium up front at the end of the contract in order to be sure they have the funds to cover the insured risks before taking on the risk.

Most of the time, insurance premiums are paid on a regular basis over a certain length of time, usually a year. As a result, the insurance premium is often paid once a year. To make it easier for the insured to make payments, this yearly premium is occasionally split into monthly installments.

I.6.2. The Obligation of the Insured to Provide Information Regarding the Risk:

At the time of contract creation and for the course of the contract, the insured must fulfill their commitment to give the insurance company accurate information regarding the insured risk.

In the medical profession, the insured is required to furnish the insurance company with all relevant information regarding the risk under cover. This makes it possible for the insurer to accurately evaluate the risk. In reality, the insurance company often asks the insured to respond to a series of questions concerning the risk, which are typically printed on forms. The insured must provide truthful and understandable responses to these inquiries. Without a doubt, these inquiries allow the insurance provider to evaluate the covered risk from every perspective, including its seriousness and probability of happening (Meraj, 2007, p. 69).

"The insured is obligated, upon signing the contract, to declare all known information and circumstances to them within a questionnaire that allows the insurer to assess the risks it is undertaking..." is the first paragraph of Article 15 of Ordinance 07/95, which deals with insurance and was stipulated by the Algerian legislator.

It should be mentioned that while evaluating the risk, the insurance company could not always consider asking certain crucial questions. In other words, the insured may be aware of certain situations that impact the risk assessment, but the insurance company may not be. In certain situations, the insured is required by the good faith principle to give the insurance firm this information.

Throughout the duration of the contract, the insured is also subject to this duty, which requires them to promptly notify the insurance provider of any changes in the risk's conditions.

In the medical profession, the insured is also required to tell the insurance company of the occurrence of the insured risk and to furnish details about all the events that led to the risk's occurrence. This entails providing the business with information about the risk's intensity as well as the damages that arise from its occurrence.

The insured must notify the insurer of any occurrence that results in coverage as soon as they learn about it and within a maximum of seven days, unless there is an emergency or a force majeure event, according to Article 15, Paragraph 5 of Ordinance 07/95 on Insurance. Along with any required documentation that the insurer requests, the insured must also give all truthful explanations on the occurrence and its scope. Therefore, if the insured risk arises in the framework of medical liability in the medical profession, the insured must abide by the rules of this article.

I.6.3. Obligations of the Insurer (Insurance Company):

When the insured risk materializes, the insurance company is required to pay the insured the insurance sum. The insured or the beneficiary receives this money. In the case of liability insurance, the surgeon, treating physician, or medical facility receives payment from the insurance company. The beneficiary, who is the patient who was the victim of medical mistakes, may also get the insurance payout.

When calculating the amount of compensation that the insurance company must pay due to medical civil liability of medical professionals or related professions, certain factors must be taken into account because liability insurance is a type of damage insurance.

One of these factors is the use of the concept of indemnification, which states that the insurance sum should be proportionate to the worth of the harm. The covered risk must be compensated by the insurance company, but only up to the maximum amount allowed (Meraj, 2007, pp. 74-75).

To put it another way, the insurance company's responsibility in the context of medical liability is to ensure that the insured party receives compensation commensurate with the level of civil liability incurred, without any increase or reduction, but within the contractually established limitations of the insurance amount.

Under the principles of medical civil liability, the insurance provider ensures that patients will receive compensation for medical damages resulting from professional medical errors, regardless of the type of error—diagnosis, treatment, surgery, consultations, warning procedures, and other medical actions, among others.

It is important to remember that a doctor's medical liability insurance also indemnifies them for medical errors made by themselves or by others, including their medical assistants.

Medical damages brought on by medical equipment used to treat patients in a healthcare facility are also covered by the insurance. According to the legal expert Heimar, the insured risk in the context of medical responsibility is the judicial or friendly demand for damages based on the insured's civil culpability as a result of medical mistakes (Al-Hayyari, 2005, pp. 185-186).

Since the insurance company covers the risks associated with the insured inflicting medical damage to others, the risk under the medical civil liability framework is indirect. It is crucial to remember that, in compliance with the requirements of Article 13 of Order 07/95 pertaining to insurance, the insurance company must pay the insurance amount by the dates specified in the general terms of the contract. But occasionally, in order to evaluate the consequent harm, help must be sought.

In any event, in accordance with civil law provisions, the insurance company must pay for all losses and damages incurred by the insured in the medical field as a result of an inadvertent mistake on their part or an error by those under their supervision, or with regard to objects in their custody, such as medical devices.

Because it covers all financial consequences resulting from the insured's legal obligation towards victims of medical errors, the insurance company pays the insurance amount to the insured in the medical sector or to the beneficiary, who is the patient or their family. It is important to note that the insurance sum is paid either voluntarily or through legal action (Meraj, 2007, p. 76).

II- Conclusion:

There is no doubt that one of the biggest problems facing most laws and legal systems is how to compensate victims of accidents and medical blunders. Since the objective remains the same—to seek just and sufficient compensation for anybody who has been shown to have suffered injury as a result of medical intervention or any medical practice—it continues to have a significant place in the minds of both legal experts and the judiciary.

As a result, we discover that the medical civil liability insurance system has made a substantial contribution to the simultaneous protection of the patient and the physician. While guaranteeing the wounded patient's right to compensation, the doctor can practice their job without fear that restricts their technical and professional qualities.

This is what led the Algerian lawmaker to make medical civil liability insurance essential and a matter of public order, with penalties for noncompliance, in order to guarantee sufficient protection for injured patients.

However, considering the severity of the harm that physicians may inflict while practicing their profession, it would have been more suitable for the Algerian parliament to implement harsher penalties for the lack of medical civil liability insurance.

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