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# Inspanningverbintenis Versus Resultaatsverbintenis: Therapeutic Transactions in Medical Services in Indonesia

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The patient's expectations for a cure from their disease takes great demands on the doctor's profession, where patients and families often demand certain positive results for the health services provided, while the therapeutic agreement between the doctor and the patient in health services is inspanningverbintenis where the agreement agreed is the best effort made by doctors regarding therapeutic management without promising definite final results. This concept is supported by amenable laws in Indonesia as stated in the Health Law and the Civil Law. However, the gap in understanding of this concept creates gaps that can give rise to demands. Understanding this concept requires good and intense communication to straighten out differences in the doctor's and patient's perceptions regarding the ongoing therapeutic contract where the doctor adheres to the inspanningverbintenis concept and the patient with their expectations adheres to the concept of resultaatsverbintenis so that confusion of expectations can be minimized.

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# 1. Introduction

In medical practice, contracts between doctors and patients often involve differing expectations, leading to conflicts. Generally, patients expect specific outcomes from treatment, while healthcare providers operate under *Inspanningverbintenis* – an obligation to make their best effort without guaranteeing a particular result (Richards & Law, 1993). In Indonesia's health law context, therapeutic agreements based on *Inspanningverbintenis* are the standard, often leading to tensions when patients expect assured results (Ameln, 1999).

A therapeutic agreement legally binds doctors to provide healthcare with specific preventive, curative, or rehabilitative objectives (Health Law No. 17 of 2023). In particular cases, therapeutic agreements may fall under *Resultaatsverbintenis*, notably in predictable procedures like cosmetic surgery (Wahyuni, 2023). However, most medical treatments in Indonesia adhere to *Inspanningverbintenis*, given the complexity and inherent uncertainty of medical outcomes.

## 2. Method

This study employs a qualitative approach using a literature review to examine the implementation of *Inspanningverbintenis* and *Resultaatsverbintenis* within Indonesian health law. Key sources include legal regulations, academic texts, and case law related to health and consumer protection. Data was gathered from official publications, legal case studies, and online health law resources.

The analysis focuses on comparing the *Inspanningverbintenis* and *Resultaatsverbintenis* concepts, examining legal interpretations, and understanding their practical application in Indonesian medical services. The study synthesizes legal perspectives to elucidate the distinctions and potential impacts on patient-provider relationships.

## 3. Result and Discussion

### 3.1 Therapeutic Transactions in Medical Services

Therapeutic agreements in Indonesia rely on the *pacta sunt servanda* principle (agreements must be fulfilled) in the Civil Code (2023). Here, doctors commit to providing their best effort, but outcomes are influenced by numerous factors beyond their control, including biological responses (Civil Code of Indonesia, 2023).

### **3.2 Inspanningverbintenis vs. Resultaatsverbintenis**

The Inspanningverbintenis approach emphasizes maximum effort by healthcare professionals, aligned with professional and ethical standards, while Resultaatsverbintenis obligates specific results, typically applied to procedures with more measurable outcomes, such as in aesthetic surgery (Medikolegal.id, 2022). Inspanningverbintenis does not ensure recovery, only that proper procedures are followed (Government Regulation No. 28 of 2024).

### **3.3 Implementation of Inspanningverbintenis in Healthcare**

In Indonesia, Inspanningverbintenis requires doctors to adhere to professional standards and expertise while recognizing the uncontrollable biological factors that may impact outcomes. Medical practitioners generally operate under this framework to provide healthcare without risking lawsuits for unachieved specific outcomes (Ameln, 1999).

### **3.4 Legal Context of Inspanningverbintenis in Indonesia**

#### **Consumer Protection Law**

Consumer Protection Law No. 8 of 1999 is often incompatible with therapeutic transactions in medical practice. Unlike typical consumer transactions, medical outcomes cannot be guaranteed due to the inherent uncertainty of medical results (Wahyuni, 2023).

#### **Health Law**

Health Law No. 17 of 2023 enshrines the Inspanningverbintenis principle as the legal foundation in medical agreements. The law emphasizes the provider's best efforts, reducing legal repercussions for unanticipated outcomes during treatment (Civil Code of Indonesia, 2023).

#### **Civil and Criminal Law**

Therapeutic agreements are legally valid under civil law if both parties agree. In criminal law, medical negligence is examined based on procedural violations (Government Regulation No. 28 of 2024).

### 3.5 Importance of Communication to Prevent Conflict

Effective communication between healthcare providers and patients is essential to avoid misunderstandings and disputes. Providers must explain the *Inspanningverbintenis* nature of treatment and potential risks to ensure patients understand the realistic scope of their treatment (Richards & Law, 1993).

## 4. Conclusion

In therapeutic agreements, *Inspanningverbintenis* emphasizes the doctor's best effort without guaranteeing specific results. Clarity on this concept can help reduce patient-provider conflicts arising from unrealistic expectations of treatment outcomes. In Indonesia's healthcare legal system, consumer protection laws generally do not apply to therapeutic agreements due to the unique characteristics of medical services (Ameln, 1999).

Further research should explore comprehensive legal instruments supporting patient-provider relationships. Additionally, intensive communication training for healthcare providers is essential for aligning patient expectations with realistic medical outcomes. Such training can improve patient satisfaction and reduce legal disputes related to treatment outcomes.

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