

# The importance of communication in resolving medical error

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Nevertheless, to save time, money and effort, it is better for her to reach an amicable settlement with the hospital as they seem to be willing to cooperate and because they cannot be held fully liable to Section 12 of the American Medical Association Code of Medical Ethics which is applicable in this case. The said section stipulates that a physician deal honestly and openly to patients.

Medical error disclosures expose any physician from litigation but since the hospital has been cooperative, the repercussions are less grave. They should try to reach an amicable settlement with Ms. W. More importantly, disclosures present a bigger problem with insurance coverage because many insurance providers provide a 'cooperation' clause wherein they should inhibit from assuming any obligations or settling any claims. Nonetheless, several cases such as Pennsylvania Insurance Company v. Horne, Royston Moore v. General Accident Insurance Company and Donald Swofford and St. Paul Fire and Marine Insurance Company v. Albany Medical Emergency Center indicate that the cooperation clause is not a major issue in 'med-mal' insurance.

Hence, both parties are advised to settle the matter amicably.

Reference:

Pennsylvania Insurance Company v. Horner, 281 S. W. 2d 44 (Tenn. 1955).

See also Phoenix

Cotton Oil Co. v. Royal Indemnity Co., 140 Tenn. 438, 205 S. W. 128; Johnson v. Scottish Union, etc., 160 Tenn. 152, 22 S. W. 2d 362; Ligons Admrs v.

Equitable Fire Insurance Co., 87 Tenn. 341, 10 S. W. 768; Horton v.

Employers Liability Assurance Corporation, Ltd., 179 Tenn. 220, 164 S. W. 2d

1016; Bachhuber v. Boosalis, 200 Wis. 574, 229 N. W. 117; and Coleman v. New Amsterdam Casualty Co., 247 N. Y. 271, 160 N. E. 367, 72 A. L. R. 1443.

Royston Moore v. General Accident Insurance Company of America and Donald A.

Swofford, 1993 U. S. App. Lexis (4th Cir. 1993). See also Continental Casualty Co. v. Burton, 795 F. 2d 1187; Cooper v. Employers Mut. Ins. Co., 199 Va. 908, 103 S. E. 2d 210