

Obligations of both parties to the medical contract

There is no doubt that the medical contract is one of the contracts binding on both sides. The medical contract imposes reciprocal obligations on both parties, as the doctor is obligated to provide the necessary treatment to the patient and keep his secrets, in exchange for the patient's commitment to pay the doctor's fees and follow his advice and instructions (1) .

We will discuss these obligations in two sections: the doctor's obligations in (the first section) and the patient's obligations in (the second section) .

The doctor's obligations towards the patient

The medical contract imposes a number of obligations on the doctor during the performance of his medical work, which can be summarized as follows:

1 -The technical doctor's commitment to diagnosing, providing and following up on treatment:

Diagnosis: is "identifying the disease underlying certain symptoms, and the explanation for a particular disease condition, in the sense that it is giving a name to the disease" (2).

This stage is preliminary to treatment, and is carried out by conducting the necessary examinations and analyzes and using medical equipment, until the doctor forms an opinion and knows the nature of the disease (3) .

Commitment to provide treatment: This is the second stage that follows the stage of diagnosing the disease by the doctor, in which the treatment is described in writing and clearly - whether this is done according to a prescription provided to the patient or through a work sheet presented to the medical staff in hospitals - and the amount of treatment and the method are determined.

(1) Muhammad Rais: The scope and provisions of civil and disciplinary liability for doctors and their proof, Dar Houma for Printing, Publishing and Distribution, Algeria, 2012, p. 438.

(2) See in this sense, Wikipedia, the free encyclopedia:

<https://ar.m.wikipedia.org/wiki>

(3) Dr. Samir Abdel Samie Al-Odon: previous reference, p. 57.

Using it, and alerting the patient or his family, as the case may be, to the necessity of adhering to the instructions he provides regarding this treatment, and the side effects of this treatment, if any. The legislation that regulates medical ethics with regard to providing treatment is surrounded by a set of conditions, which the doctor has a duty to adhere to, including: limiting them to what is necessary for treatment, refraining from prescribing a new treatment before conducting biological research studies on it, and conducting strict control and ensuring Of its benefit to the patient. The doctor's obligation to follow up: The doctor's obligations do not stop at diagnosing the disease and providing treatment to the patient. Rather, the doctor is committed - especially after surgery - to two types of duties:

(a) Follow up on the patient's condition to ensure the success or otherwise of the operation, and whether any complications of that operation occurred, and to take what he deems appropriate to confront any complications that may occur. The doctor is also obligated to give his patient all the advice and instructions that he must follow in order to avoid bad results, especially the expected ones. Or at least to mitigate the severity of these results (4).

(b) The doctor must inform his patient of the results of the surgical operation he performed, especially if this operation was partially successful, and it is possible to perform this operation in the future. This is because the patient's knowledge of the truth about his medical history enables him to help any other doctor with speed and accuracy of diagnosis, if necessary. The need for this, and this in turn spares the patient from harm that may arise from the doctor's ignorance of the results of the previous surgical operation performed by a previous doctor (5) .

2 -The doctor's commitment to giving insight to the patient:

The medical contract is based on mutual trust between the doctor and the patient, and one of the requirements of this mutual trust between them is that the doctor believes in informing his patient or his representative of the risks of treatment, his health condition, and the extent of his acceptance of treatment. Therefore, any concealment or lie about the patient's health condition is considered a defect of will that affects the patient's decision, which requires the contract to be invalidated (6) , This is what is known as (in sighting the patient), and it is considered one of the most important obligations that the doctor has towards his patient. The doctor must disclose the information to the patient in an easy and accessible way.

(4) See in this sense: Dr. Ahmed Shawqi Muhammad Abd al-Rahman, The Content of the Contractual Obligation of the Professional Debtor, Annual Scientific Conference of the Faculty of Law, Beirut Arab University, 2004, Al-Halabi Legal Publications, Lebanon, p. 72.

(5) See in this regard: Dr. Ahmed Shawqi Abdel Rahman, previous reference, p. 72.

(6) Dr. Alaa El-Din Khamis: Medical Liability for the Action of Others, previous reference, p. 71.

Brief, easy-to-understand phrases. The French Court of Cassation specified the characteristics of the information that the doctor is obligated to disclose to his patient, stating that it should be “simple, understandable, truthful and approximate ” (7) , This was also confirmed by the text of Article R.4127-34 of the French Public Health Law, which stipulated that the information provided by the doctor to his patient be “honest, clear and appropriate ” (8) .

The doctor fulfills his obligation to provide insight to the patient in two cases:

The first case: At this stage, the doctor is obligated to disclose information to the patient, and this is what jurisprudence in Egypt has unanimously agreed upon, as it falls on the doctor when concluding the medical contract and before the doctor begins treating the patient (9).

The doctor’s obligation to provide insight into his patient comes at a later stage after concluding the contract. This requires the doctor to carry out initial diagnosis and examinations so that he has the necessary background on the nature of the patient’s condition and methods of treating it that enable him to determine the scope of his commitment to providing insight into the patient. An example of this is the anesthesiologist, who is obligated to conduct the necessary examinations for his patient before surgery to determine his medical condition, inquire about his medical history, and whether the patient suffers from certain diseases or has taken certain medications in order to choose the appropriate method of anesthesia in the method and amount followed regarding it, and inform the patient of Then there are some possible consequences, such as a temporary drop in blood pressure as a result of anesthesia, and he is thus given a choice between the two methods of anesthesia if it is possible to follow one of them (10).

(7) Cass. Civ. Ire, 21 Fév. 1961, R. Dalloz 1965, P.531 J.

(8) whose text is as follows:

Le médecin doit formuler ses prescriptions avec toute la clarté indispensable, veiller à leur compréhension par le patient et son entourage et s'efforcer d'en obtenir la bonne exécution.

See the text of the article, on the Internet:

https://www.legifrance.gouv.fr/affichCodeArticle.do;jsessionid=DE6E6198BB93E816791FF4D6D72A360D.tpdjo09v_3?idArticle=LEGIARTI000006912896&cidTexte=LEGITEXT000006072665

See also: Dr. Asmaa Ismail Al-Sayed Kamal El-Din, Civil Liability of the Anesthesiologist (Comparative Study), Doctoral Thesis, Cairo University, Faculty of Law, 2018, p. 157.

(9) Dr. Nazih Sadiq Al-Mahdi: The pre-contractual obligation to provide statements related to the contract, Dar Al-Nahda Al-Arabiya, 1982 edition, p. 218.

(10) Voire aussi, Responsabilité civile de l'anesthésiste, p.q, sur:

<http://alr.canal-medecine.com/MA/Resources/CM8086-2/frFR/Document/2010/Responsabilite-civile-anesthesiste.pdf>.

This obligation must be carried out by the doctor without depending on whether the patient accepts it or not, because the doctor's obligation to exercise medical care that is consistent with established principles in medical science falls on the doctor as he carries out medical work, as it is one of the contractual medical obligations arising from the medical contract and related to its implementation (11) .

The second case: The stage of beginning the implementation of the medical contract by undertaking medical work on the patient. At this stage, the doctor must inform the patient or his relatives about the patient's health condition and the risks of treatment for it. This obligation begins to be implemented after the contract, because the obligation before the contract is the doctor's obligation to disclose information, as we have previously shown. In the first case. This trend was supported by Egyptian jurisprudence, saying: " The patient has the right to be his own master, and therefore it is not permissible to perform any therapeutic intervention except after fully informing the patient and obtaining his consent. Any concealment of the truth from the patient is a medical error that requires responsibility, because it violates the person's right to He refused any intervention or medical examination without his consent " (12) .

He sees an aspect of jurisprudence (13) : " The scope of the doctor's obligation to inform the patient is limited only to the foreseeable risks, to give the patient a reasonable idea of his condition that allows him to make an adult and wise decision " .

The American judiciary also went in this direction in a Kansas court ruling in 1960: "The court recognized the doctor's responsibility on the basis that he did not inform the patient of the serious potential dangers that usually result from this type of treatment " (14) .

From the ruling of the French Court of Cassation in this regard, its ruling issued on January 20, 2011 (15) , The facts of this lawsuit take place in the patient undergoing surgery under general anesthesia on November 23, 2006, and as a result of the intubation of the anesthesia tube, she suffered damage to her teeth, which prompted her to file a lawsuit for compensation against the anesthesiologist. The court rejected her request and based this on non-attribution

(11) Dr. Nazih Muhammad Al-Sadiq Al-Mahdi: previous reference, p. 221.

(12) Dr. Hamdi Abdel Rahman: The Infallibility of the Body: Research into the Problems of Medical Liability and Organ Transplantation, Ain Shams University Press, 1987 edition, p. 36.

(13) See: Dr. Alaa al-Din Khamis, previous reference, p. 85, Dr. Jaber Mahjoub, Code of Professional Ethics, 2001 edition, without publishing house, p. 44.

(14) Dr. Mustafa Adawi: The patient's right to accept or reject treatment: a comparative study between the Egyptian and American systems, p. 27.

(15) Caas. civ. 1^{er}, 20 janv 2011, N°.10-17.357,sur: legifrance.gouv.fr.

He erred on the side of the anesthesiologist, as the expert's report stated that the anesthesiologist carried out his work in a manner consistent with the rules of good practice, in addition to ensuring that consultation between the patient and the anesthesiologist was complete before surgery, and that he informed the patient of all the information and risks resulting from this type of anesthesia, including: related to dental trauma; This is based on the provisions of Article L.1111-2 of the Public Health Law. Upon reaching the matter, the Court of Cassation found that there was a violation of Article 1147 of the Civil Code and Article L.1142-1 of the Public Health Law, as the trial court did not indicate the existence of an accidental accident resulting from the risks inherent in medical work, and in that matter referred to its ruling issued on November 8, 2000 (16) .

In another ruling issued on February 5, 2014, the anesthesiologist and surgeon were held responsible for their failure to provide the necessary pre-operative information regarding the death of a patient. The facts of this case are summarized in that: On December 11, 2002, the patient underwent liposuction surgery at a surgery center in Paris. The anesthesiologist injected her with two types of sedatives (Midazolam) and (Atropine). This is to dispel the patient's fears and anxiety before the anesthesia procedure, which resulted in a disturbance in the right ventricle of the heart, which led to her death. The patient's heirs filed a lawsuit against the surgeon and the anesthesiologist, claiming that they violated their obligation to provide the necessary data and information regarding the risks of medications. The Paris Court of Appeal ruled that the death was the result of a medical accident without error. When the dispute reached the Court of Cassation, it ruled to overturn the appeals court and rule that both the surgeon and the anesthesiologist were responsible on the basis of the complete absence of the necessary data on their part regarding the description of the risks of the drugs, which led to missing an opportunity to avoid harm by 30%, with the National Office (ONIMA) demanding the amount of compensation (17) .

3 -The doctor's commitment to confidentiality and not revealing the patient's secrets:

Medical secret is defined as: a duty imposed by legal rules on the doctor to remain silent about his patient's condition. Some jurisprudence (18) , does not accept that the medical secret is merely the obligation of silence or silence, but rather it is a movement such as the movement of breathing that creates a kind of balance between movement and stillness, whether in relation to the one who confided it (the patient), or in relation to

(16) Caas. civ. 1^{er}, 8 Nov. 2000, N^o.99-11.735.

(17) Cass. Civ. 1^{er}, 5 Féb. 2014, N^o. 12-29.140Sur:

<https://www.legifrance.gouv.fr/affichJuriJudi.do?idTexte=JURITEXT000028574802>.

See also: Dr. Asmaa Ismail, previous reference, p. 165.

(18) Merle et Vitu, trairé de criminele, droit pénal spécial 1982 T.2 No 981; Floriot combaldieu, le secrét professio-nnel 1973, p. 11.

To whomever you receive (the doctor) (19) . The obligation of confidentiality means the obligation that imposes on the doctor to remain silent regarding everything he comes to know or discovers during the practice of his profession, of course, with the exception of cases in which the law authorizes him to reveal or divulge.

If this is the case, then the known and confirmed facts that everyone knows are not considered a secret, and the doctor will not be held accountable for revealing them. However, it is difficult to accept this opinion, because it misses the public interest that accrues from preserving professional secrets in general, and medical secrets in particular, which It is represented by the trust imposed in some professions (20) .

The facts may not be a secret in themselves or by nature, but they are also considered to be due to the circumstances surrounding them, and thus it is the case of the doctor who was called to save a patient from a heart attack, and he was in a place he should have been - at his girlfriend - and died minutes after his arrival. To conceal the circumstances in which the death occurred, especially since the mayor of Paris told the deceased's family - falsely - that the crisis had surprised him on the public road (21) .

It is also considered a secret that requires protection: the news that relates to the patient, whether it is clear, or leaves the listener to make an implicit conclusion. In this regard, it was ruled in France that a doctor who declared that a person had entered a specific hospital, and it was known that this hospital is designated for the treatment of mental illnesses, is considered a secret that requires protection. He revealed this person's secret even though he did not mention that he had a mental illness (22) .

In the legislation, we find that the French legislator has singled out some texts related to the doctor's obligation to confidentiality of the information he learns at any stage of treatment, or on its occasion. Article (378) of the French Penal Code obligates surgeons, pharmacists, and all professionals working in the field of public health to maintain medical confidentiality, with the exception of In the cases specified in the law, violating this exposes them to a penalty of imprisonment and a fine (23) .

(19) Dr. Ali Hussein Nageida: The Doctor's Obligations in Medical Work, Dar Al-Nahda Al-Arabiya, Cairo, 1992, p. 148.

(20) Dr. Ghanem Muhammad Ghanem: Criminal Protection of Individual Secrets of the Public Employee, Bela Publishing House, 1988, p. 19.

(21) R. Floriot et R. combaldieu, Le secret professionnel 1983, p. 31.

See also: Dr. Ali Najida, previous reference, p. 155.

See also: Dr. Abdul Rashid Mamoun, previous reference, p. 75 et seq.

(22) Trip. gr. Inst. Bobigny. 20 oct. 1980 juris. Class. Penal mise à jour 1981, médecine.

For details, see: Dr. Abdel Fattah Bayoumi Hegazy: Medical Liability between Jurisprudence and the Judiciary, Dar Al-Fikr Al-Jami'i, Alexandria, 2008, p. 112.

(23) See the Internet:

<https://www.ligifrance.gouv.fr/affichcodeArticle.do?cidTexte=LEGITEXT000006071029&idArticl=LEGIARTI0000069490249>.

On the other hand, the Egyptian legislator indicated the necessity of doctors' commitment not to disclose the secrets of their patients that they learn through their medical practice, and that is through the text of Article (310) of the Egyptian Penal Code, which stipulates that: "Anyone who is a physician, surgeon, pharmacist, midwife, or Someone else to whom, by virtue of his industry or job, a private secret entrusted to him was entrusted, and who divulges it in circumstances other than when the law obliges him to inform him of that, he shall be punished by imprisonment for a period not exceeding six months, or by a fine not exceeding five hundred Egyptian pounds " (24) .

As for Jordanian law, paragraph (1) of Article (14) of the Medical Constitution stipulates that: "When preparing medical reports, the doctor must not forget that he is bound by professional confidentiality, except in cases specified by the law " (25).

There are cases in which this act of breach does not occur, including in the case of the doctor's obligation to report births, deaths, and infectious diseases, and in the case of presenting judicial testimony, and finally in the case of the consent of the patient who has the medical secret, in compliance with respect for the will of his patient.

In this regard, the French Court of Cassation, in its ruling issued on December 7, 2004, stated that health facilities cannot be forced to provide confidential information without the consent of the person concerned or his assignee. The facts of the dispute are summed up in the death of a patient in one of the treatment institutions on April 23, 1995, as a result of Her husband filed a claim for compensation.

In a ruling issued by the Paris Court of Appeal on June 20, 2000, the court ordered the submission of the medical file for the deceased, and directed this request to the hospital director, threatening punishment in the event of a violation. The State Counselor objected to this request, which led to her exclusion, and the court repeated its request to force the hospital director to submit The medical file, based on the text of Article 10 of the French Civil Code.

Claiming that medical confidentiality does not constitute a legitimate obstacle, in addition to the fact that Article L.113-8 of the Social Insurance Law allows the insured to seek medical expertise in providing evidence of the insured's bad faith; In order to ensure his health condition, this can only be achieved by abandoning the emphasis related to the importance of medical confidentiality, and in addition to Article 247 of the new Code of Civil Procedure, which stipulates that technical expertise will be forced to reveal privacy or other legitimate interests that cannot be used except with the permission of the judge. Or with the consent of the parties concerned.

(24) Encyclopedia of Egyptian Legislation issued by the General Syndicate of Lawyers, 2014 edition, p. 648.

(25) The Medical Constitution, Doctor's Duties, and Professional Ethics, 1989, op. cit.

Moreover, to protect confidentiality, the Court of Appeal guaranteed that it would appoint an expert of its own who had the professional ethics of the treating physician, so the hospital director was not entitled to rely on a legal impediment for his refusal to comply with the judge's order. When the matter reached the Court of Cassation, the latter ruled that if the judge has the right to order a third party (the hospital director) to submit the medical file to accomplish his mission, he cannot do so in the absence of a specific legislative text that permits the act without the consent of the person concerned or his assignee, and the medical institution. The right to rely on the obligation of confidentiality for rejecting the aforementioned request, even if the judge was inclined to impose a legitimate interest in favor of or against the evidence, in which case the Court of Appeal would have violated the aforementioned provisions (26) .

From the above, we conclude that the obligation imposed on the doctor to adhere to the confidentiality imposed on the doctor regarding everything that comes to his knowledge or discovers during the various stages of practicing his work, is based on consideration of the public interest that requires the doctor to carry out his profession in the best way for the sake of the public good. This obligation is also based on the private interest of the patient who wishes not to divulge his secrets. The doctor's commitment to confidentiality is based on two considerations: the public interest and the private interest.

4 -The doctor's commitment to ensuring the patient's safety:

Part of jurisprudence goes to define the obligation to ensure safety by saying: "The obligation to guarantee safety requires the fulfillment of a number of conditions, namely that one of the contracting parties turns to the other contractor in order to obtain a specific product or service, and that there is a danger threatening the contractor requesting this service or product, and that The person committed to providing the service or product must be professional and qualified " (27) .

In a different direction, some believe that: "The obligation to ensure safety is the exercise by the debtor (obligor) of actual control over all elements that could cause harm to the creditor who benefits from the good or service, and it is an obligation to achieve a goal and a result, and not to exercise care " (28).

(26) Cass. Cive. 1^{re}, 7 Déc.2004, N-02-12539, Sur:

<https://www.ligifrance.gouv.fr/affichjurijudic.do?idTexte=JURITEXT000007052646>.

(27) Dr. Ashraf Jaber Al-Sayyid, Responsibility for Doing the Things Used in Implementing the Contract, an article published in the Helwan Rights Journal for Economic Legal Studies, Issue (5) of 2001, p. 71.

(28) (F) Defferrad: une analyse de L'obligation de sécurité a L'épreuve de la cause étrangère. Dalloz revue 1999. P3685 Ibid, p355.

See this in detail:

Mawaqi Bennani Ahmed: Commitment to ensuring safety, Hajj Lakhdar University, Batna, Algeria, Al-Mufakir Magazine, Issue 10, pp. 413 et seq.

With regard to the medical field, we believe that what is meant by ensuring safety is an obligation that falls on the treating physician, as he has actual control over all elements, including his control over the actions of the assistants whom he uses to implement his obligation towards the patient he has contracted with, who is obligated to carry out what is his responsibility. Obligations to provide the agreed-upon medical service, and therefore his obligation is to provide care and ensure the patient's safety as well.

Regarding the judiciary's opinion, we note that the French judiciary did not include the obligation to ensure safety within the framework of the medical contract for a period of time, as the doctor did not commit to the patient except by the obligation to provide care, and the French Court of Cassation, in its support of this opinion, went to say that the hospital doctor who provides The medicine has no obligation to the patient except to provide him with care and care, excluding any obligation to safety " (29).

But after that, there was a change in the position of the French judiciary. The French Court of Cassation introduced the commitment to safety in the field of the treatment contract, and placed it on the responsibility of the hospital doctor, with regard to the treatment he provides, as well as with regard to the tools he uses. The patient is no longer obligated, as was the case. In the previous ruling, it was necessary to prove the doctor's negligence by providing defective treatment.

An example of this is what the French Court of Cassation ruled in a relatively recent ruling : (30) , It was stated in this ruling that: "The ruling was overturned due to a violation of Article (1147) of the Civil Code. That ruling that was overturned, which in order to confirm the responsibility of the anesthesiologist in the accident that occurred to the patient, was made clear due to the failure to confirm the poor execution of the tube insertion process. It should be considered that the anesthesiologist has violated his obligation to ensure safety, which he is obligated to towards the patient in accordance with his obligation to provide care, and this must oblige him to compensate for the damage to which the patient was exposed, thus confirming the doctor's responsibility on the basis of the obligation to ensure safety and achieve the result, even if that The obligation has been defined as a subsidiary obligation in relation to the obligation to exercise care " .

(29) Cass. Civ. 6Mars 1945, Dalloz 1945, P.217

(30) See this:

La faute du médecin doit être prouvée, arrêt rendu par cour de cassation, Ire civ, 04-01-2005, no 13579 (no 17F-p+B), Recueil Dalloz 2005 p. 170.

See also: Dr. Hoda Abdel Basset Mahmoud, Responsibility for Medical Acts in Islamic Jurisprudence, PhD thesis, Cairo University, 2014, pp. 32: 35.

The patient's obligations towards the doctor

The patient's obligations towards the doctor are summarized in several obligations, including:

1 -The patient's commitment to assisting the doctor and giving him complete and accurate information about his medical history:

The patient's obligation to assist the doctor is not limited to the treatment contract only. Rather, the patient who resorts to the doctor is obligated to provide all the information requested by the doctor, which is considered necessary so that the doctor can carry out his duty of treating the patient. The patient will not fulfill this obligation unless he provides all Details that the doctor asks about (31) .

Some patients may deliberately hide some medical facts from doctors, which may affect the quality of treatment provided to them, or sometimes result in some complications during treatment. Despite the doctor's question about medical history or chronic diseases and the type of medications, some patients may hide Sometimes the information about the treating doctor is truthful, and this may affect the appropriate treatment plan that the doctor develops for his patient (32) .

Likewise, the patient's concealment of information related to his illness or his lying to the doctor is considered a reason for the absence of the doctor's responsibility, and thus the doctor's right to cancel the contract is established, taking into account the state of necessity (33).

2 -The patient's obligation to pay the doctor's fees:

In exchange for the doctor's commitment to treatment, the patient is obligated to pay the compensation (34) Which corresponds to the intellectual and sometimes muscular effort made by the doctor in order to implement his commitment (35) , which is to treat the patient and strive to cure him.

(31) Dr. Abdul Rashid Mamoun: The treatment contract between theory and practice, previous reference, p. 86.

See also: Nazih Muhammad al-Sadiq al-Mahdi, previous reference, p. 216.

See also: Dr. Suhail Suwais, The Doctor's Responsibility between the Patient's Rights and the Requirements of Modern Law, Azmana Publishing and Distribution, Amman - Jordan, 2004, pp. 144 et seq.

(32) Dr. Muhammad Al-Masry: The doctor's right over the patient, Al-Anbaa Kuwaiti newspaper, published on: 8/17/2017 AD. See the website link:

<https://www.alanba.com.kw/ar/arabic-international-news/egypt-news/768152/17-08-2017>.

(33) Karim Aichouch: The Medical Contract, Master's Thesis in Private Law, Faculty of Law and Administrative Sciences, Ben Aknoun, University of Algiers, 2000-2001, p. 108.

(34) Dr. Abdul Razzaq Al-Sanhouri: previous reference, vol. 1, p. 18.

(35) Karim Aishoush: previous reference, p. 107.

3 -Commitment not to assault the doctor or any member of the medical staff: The occurrence of such actions by the patient or his family would constitute serious consequences, as one of the doctor's well-known duties is to provide health care to the fullest extent. These negative aspects of assaulting the doctor could lead the doctor to become distracted from performing his duties and duties towards the patient, which may constitute Risks that may threaten his life or the life of other patients (36) .

4- The patient's commitment to the hospital:

The Saudi International Medical Center listed a number of obligations that the patient must adhere to while he is in the hospital, including: taking into account the rights of other patients, taking into consideration the hospital staff, filling out forms for performing surgical operations or laboratory tests, and pledging to take all necessary precautions to prevent harm to others or Causing the transmission of any infectious disease (37) .

The bottom line: The existence of a valid and effective contract between the creditor and the debtor is considered a physical condition for the possibility of establishing the contracting responsibility in general, and when this contract is held in a correct and effective convening, it was possible to say that the contract is established if the contract is established, That every contract It creates obligations, some of which are major and some of which are accessory. There is no difficulty in determining contractual liability when we face an explicit obligation in the medical contract - such as providing treatment - and the same applies to determining the accessory obligation arising from the contract - such as the obligation to ensure the patient's safety - as this obligation is closely linked to the original obligation represented by treating the patient and with the result If a breach of a principal obligation or a subsidiary obligation occurs, in both cases the debtor's contractual responsibility for the act of a third party is established if a causal relationship exists between the damage that befell the creditor and the act of the third party for which the debtor is responsible (38).

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See also: Dr. Abdul Rashid Mamoun, previous reference, p. 87 et seq.

(36) Yasser bin Ali Al-Maarik: The doctor and the patient have rights and duties, an article published on the Saudi Arabia website. See the website link:

<https://www.alarabiya.net/ar/saudi-today/2017/09/12>.

(37) International Medical Centre: Patient Rights and Duties, see website:

<http://www.imc.med.sa/ar/حقوق-وواجبات-المريض>.

(38) See in this sense: Dr. Wafa Ahmed Hilmi, previous reference, p. 49.