

# Medical Malpractice Insurance

## Why It Exists, Who It Really Protects, and How It Works



### Japhire Gopi Kannan G

Founder and Group CEO, JA Assure Group | DoctorShield

Medical malpractice insurance is routinely described as “protection for doctors.” The industry markets it that way. Doctors buy it that way. And most commentary about it is written from the doctor’s perspective. But I believe this framing misses the deeper truth of what medical indemnity insurance is actually for, and who it ultimately serves.

I have spoken to more than 8,000 healthcare professionals across over 60 states in Southeast Asia throughout in 2025. Through that experience, I have come to a conviction that may be uncomfortable for some in the industry but that I believe is essential to articulate: medical malpractice insurance, at its core, is a patient safety mechanism. It exists not to shield doctors from accountability, but to ensure that when the standard of care is breached and a patient is harmed, there is a structured, financially backed process to ascertain the truth, determine liability fairly, and restore the patient to a position as close to whole as money can achieve.

That is, after all, the foundational principle of insurance that we explored in Blog 1: indemnity. The

purpose of insurance is not to enrich the claimant or to protect the insured from consequences. It is to restore the injured party to the position they would have been in had the loss not occurred. In medical malpractice, the injured party is the patient.

This distinction matters profoundly, because how we frame medical indemnity shapes how the entire system operates. If we frame it solely as doctor protection, we create incentives for insurers to defend every claim regardless of merit, for doctors to view the insurance as a licence to avoid accountability, and for patients to perceive the system as adversarial and unjust. If we frame it correctly, as a mechanism that serves the healthcare ecosystem as a whole, we create a system where truth is valued, accountability is embraced, and

patients receive fair outcomes.

In this instalment of the Insurance Decoded series, we will examine medical malpractice insurance with this broader lens: what it is, how it works, who needs it, and why its proper function benefits everyone in the healthcare ecosystem, patients, doctors, hospitals, and the public alike.

## What is Medical Malpractice Insurance?

Medical malpractice insurance, also known as medical indemnity insurance or medical professional liability insurance, is a specialised form of professional indemnity coverage. It provides a financial mechanism to manage the consequences when medical treatment results in harm to a patient.

When a patient alleges that a healthcare professional's treatment fell below the accepted standard of care and caused them harm, the insurance provides two things: first, the funding to properly investigate and adjudicate the claim, including legal defence, medical expert analysis, and procedural costs. Second, if the claim is established, the financial means to compensate the patient for the harm suffered.

This dual function, investigation and compensation, is critical. Medical malpractice insurance is as much a litigation financing mechanism as it is an indemnity product. Without it, the vast majority of patients who suffer genuine harm through medical negligence would have no practical means of obtaining compensation, because the cost of pursuing a medical negligence claim through the courts is prohibitive for most individuals. Equally, without it, doctors would face the impossible choice between financial ruin and practising medicine at all.

### The Patient's Uphill Battle

It is worth pausing here to acknowledge a reality that is often understated in industry discussions of

medical malpractice: for patients, the process of pursuing a legitimate negligence claim against a healthcare professional or hospital is extraordinarily difficult.



Medical negligence litigation is complex, expensive, and emotionally draining. The patient bears the initial burden of proof. They must obtain independent medical expert opinions (at their own cost) to establish that the standard of care was breached. They must navigate legal systems that are, in most Southeast Asian jurisdictions, slow and under resourced. They face defendants (doctors and hospitals) who have the backing of insurers with deep pockets and experienced legal teams. And they do so at a time when they are often dealing with the physical, emotional, and financial consequences of the very harm they are trying to prove.

The asymmetry of resources between patient and healthcare provider in medical negligence litigation is significant, and it would be dishonest to pretend otherwise. Many patients with legitimate claims never pursue them because they cannot afford to, do not know how to, or are simply too exhausted by their medical circumstances to face a multi year legal battle. This is an area where the healthcare and insurance industries, regulators, and the legal profession must collectively do better. Mediation, early neutral evaluation, and more accessible complaints processes are all steps in the right direction, but the gap between the system as it exists and the system as it should be remains considerable.

## A Question of Trust

Any honest discussion of medical malpractice must also acknowledge that the system is tested at its margins by conduct on both sides. There are patients who pursue fraudulent or exaggerated claims, seeking compensation for adverse outcomes that were not caused by negligence, or inflating the extent of their injuries. And there are healthcare professionals who practise carelessly, who cut corners on preparation and communication, who fail to maintain their skills, or who prioritise commercial considerations over patient welfare.



But it is my firm belief, informed by my years of experience in this field, that these cases are the minority. The vast majority of doctors enter the profession to heal, and the vast majority of patients who pursue claims have genuinely been harmed. The existence of bad actors on both sides should not be allowed to erode the fundamental trust between healthcare providers and the communities they serve. The role of medical malpractice insurance, properly understood, is to strengthen that trust: to provide a fair, structured, financially backed process for resolving disputes when they arise, so that the relationship between doctor and patient can be maintained even when something goes wrong.

## The Principle of Indemnity in a Medical Context

The principle of indemnity, which we explored in detail in Blog 1, states that insurance should restore the insured to the position they were in before the loss, no better and no worse. In medical malpractice,

this principle operates on behalf of the patient.

When a court awards damages, it is attempting to quantify, in financial terms, the harm the patient has suffered: the pain and suffering, the lost earnings, the cost of future medical care, and the diminished quality of life.

No amount of money can truly restore a patient who has been left with permanent disability or who has lost a loved one through medical error. But the principle of indemnity ensures that the financial consequences of that harm do not compound the physical and emotional ones. It ensures that the patient is not left to bear the financial burden of someone else's failure.

This is the fundamental social contract that medical malpractice insurance serves. It is not, as it is too often characterised, a contract between the doctor and the insurer. It is a contract that exists because the relationship between doctor and patient demands it.

## The Role of the Insurer: Neutrality, Not Blind Defence

This is where my view diverges from much of the conventional industry narrative, and it is a position I hold with conviction.

The standard industry framing positions the medical malpractice insurer as the doctor's champion: the entity that steps in to "defend" the doctor when a claim arises. This framing is understandable from a marketing perspective. Doctors pay the premium, doctors are the insurer's customer, and doctors want to feel that their insurer is "on their side."

But a responsible insurer's role is more nuanced and, ultimately, more valuable than blind advocacy. When a claim is received, the insurer's first obligation should be to the truth. The investigation process should be a rigorous, impartial inquiry into what happened: was the standard of care met? Were the



clinical decisions reasonable in the circumstances  
Was the patient adequately informed of the risks?  
Was the adverse outcome a foreseeable  
complication despite competent treatment, or was it  
the result of a genuine failure in care?

If the investigation establishes that the standard of care was met and the doctor acted competently, then vigorous defence is entirely appropriate. The doctor deserves protection from meritless claims, and the insurer should provide it with full force. Defending a doctor who practised competently against an unfounded allegation is one of the most important functions of medical indemnity insurance.

But if the investigation reveals that the standard of care was genuinely breached, that a patient was genuinely harmed through negligence, then the insurer's role shifts. The responsible course is not to deploy every available legal tactic to deny or minimise the claim, dragging a harmed patient through years of adversarial litigation. The responsible course is to facilitate a fair resolution: to acknowledge liability where it is clear, to engage in honest settlement negotiations or mediation, and to ensure that the patient receives the compensation that the principle of indemnity demands.

This is not a popular position in some quarters of the industry. But I believe it is the right one, for three reasons.

Second, it produces better outcomes for doctors. A doctor whose insurer helps them confront an error honestly, resolve the claim fairly, and learn from the experience is better served than a doctor whose insurer fights every claim regardless of merit, prolonging the stress and reputational damage of litigation while potentially producing a worse outcome at trial.

Third, it sustains public trust in the healthcare system. When patients see that the medical indemnity system operates fairly, that genuine errors

are acknowledged and compensated, and that the process is not a wall of denial designed to exhaust their resources, they maintain trust in the healthcare system as a whole. That trust is the foundation upon which the entire doctor patient relationship is built.

## The Structural Shift: Mutuals vs. Contractual Insurance

To understand how the medical indemnity market has evolved, it is important to understand the structural models that have competed for dominance.

### Mutual Defence Organisations (MDOs)

For decades, the medical community in Commonwealth regions has relied on Mutual Defence Organisations (MDOs), and in many markets, they remain the dominant providers of medical indemnity protection. MDOs are member owned organisations that pool subscriptions from doctors and use those funds to assist members facing claims.

MDOs operate on a discretionary basis rather than a contractual one. This is an important distinction that carries both advantages and limitations. On the one hand, discretionary assistance means an MDO can do more than a contractual insurer might: it has the flexibility to support members in situations that fall outside the strict wording of a commercial policy, to fund innovative defences, or to provide assistance in grey areas where a contractual insurer might decline on technical grounds. This flexibility has been one of the enduring strengths of the MDO model and one of the reasons it has retained the loyalty of the medical profession for over a century.

On the other hand, discretionary assistance also means that the MDO is not legally obligated to assist in every case. There may be circumstances, particularly where conduct is found to be grossly unethical or where the facts are particularly



unfavourable, where the governing body exercises its discretion to decline support. This is not necessarily a flaw in the model; one can argue that it introduces a layer of professional accountability that contractual insurance does not. But it does mean that the nature of the protection is fundamentally different from a binding insurance contract.

A further consideration is the financial structure of MDOs. Because these organisations typically provide coverage for unlimited amounts over unlimited periods, their liabilities accumulate over time in ways that are difficult to predict and manage actuarially. As the volume and cost of medical negligence claims have increased across jurisdictions, this accumulating liability has required MDOs to increase their subscription fees steadily, sometimes significantly. This is a well documented trend that has prompted some healthcare professionals, particularly younger doctors and those in high risk specialties, to explore contractual insurance alternatives.

It is important to note that neither model is inherently superior. Both serve the medical community and, by extension, patients. The choice between them depends on the individual doctor's circumstances, risk profile, and preference for flexibility versus contractual certainty.

### The Contractual Insurance Model

The alternative to the MDO model is contractual indemnity provided by commercially rated insurance carriers. A commercial insurance policy is a legally binding contract. It defines precisely what is covered, under what conditions, subject to what limits, and with what exclusions. If the claim falls within the policy terms and the doctor has complied with the policy conditions, the insurer is contractually obligated to respond. There is no discretion in either direction: the insurer cannot decline a valid claim, but equally, the scope of coverage is limited to what the contract specifies.

The contractual model offers predictability. Both the doctor and the patient can understand, in advance, the extent and limits of the financial protection in place. The regulatory oversight of commercial insurers (capital adequacy requirements, solvency monitoring, claims handling standards) provides structural assurance that the system will function as intended. However, the contractual model lacks the flexibility of the discretionary approach. A situation that falls outside the policy wording, no matter how sympathetic, will not be covered.

In recent years, InsurTech platforms have made contractual medical indemnity more accessible and efficient, enabling doctors to obtain coverage digitally, often in minutes rather than weeks. In markets where indemnity has become a regulatory requirement, such as Malaysia's mandatory professional indemnity for the Annual Practising Certificate, this accessibility is a practical necessity.

## Who Needs Medical Malpractice Insurance?

Every healthcare professional who provides clinical advice, diagnosis, or treatment to patients requires medical malpractice coverage. But it is equally important to understand the coverage from the patient's perspective: every patient who receives medical care benefits from their healthcare provider being adequately insured.

### Doctors and Surgeons

All doctors, from general practitioners to sub-specialists, face malpractice exposure. Surgical specialties (orthopaedics, neurosurgery, obstetrics and gynaecology, cardiac surgery, plastic surgery) carry the highest claims frequency and severity. General practitioners face lower frequency but remain exposed to claims arising from diagnostic errors, delayed referrals, medication errors, and failure to follow up on test results.

## Dentists and Allied Health Professionals

Dental malpractice claims have increased significantly across Southeast Asia, driven by cosmetic dentistry growth. Allied health professionals, including physiotherapists, pharmacists, optometrists, and psychologists, all face exposure within their scope of practice.

## Hospitals and Healthcare Institutions

Institutions face vicarious liability for the actions of employed and contracted staff, for the adequacy of facilities and equipment, and for administrative processes including records management and informed consent protocols. For patients, institutional coverage provides an additional recourse beyond the individual practitioner.

## The Person In Charge Dilemma

A doctor who owns or manages a clinic wears two hats: the clinician treating patients, and the Person In Charge (PIC) responsible for clinic operations and staff. Standard individual indemnity protects the clinician hat but typically does not extend to the business owner hat. If a nurse employed by the clinic administers the wrong dosage, the clinic entity and its PIC can be held vicariously liable. Without entity coverage, this exposure is uninsured, and the patient's ability to obtain compensation may be compromised.

Modern indemnity programmes address this through layered coverage: sole trader extensions for sole proprietorships, and separate entity policies or corporate riders for private limited companies. The correct structure ensures that patients have a clear pathway to compensation regardless of whether the error was made by the doctor personally or by a member of their team.

## Telemedicine Practitioners

The expansion of telemedicine across Southeast Asia has created jurisdictional complexities. When a

doctor in one country provides a teleconsultation to a patient in another, questions of applicable law, standard of care, and informed consent remain largely untested. Adequate indemnity coverage is essential for any doctor practising across borders.



## The Anatomy of Modern Medical Indemnity Coverage

A comprehensive medical malpractice policy provides coverage across several key areas. Understanding these components helps both healthcare professionals and the public appreciate the scope of the protection mechanism.

### Professional Negligence

The core coverage. It responds when a patient alleges that a healthcare professional's diagnosis, treatment, advice, or procedure fell below the accepted standard of care and caused harm. The standard of care is defined as the standard reasonably expected of a competent practitioner in the same field, practising in similar circumstances. It is not a standard of perfection. Medicine involves inherent risks and uncertain outcomes. The question is whether the healthcare professional acted within the bounds of what a reasonable, competent peer would have done.

### Informed Consent

One of the fastest growing sources of claims across Southeast Asia. Informed consent requires that the patient was told about the nature of the proposed treatment, the material risks involved, the

alternatives available, and the consequences of not proceeding. A doctor may have performed a procedure flawlessly, but if the patient was not adequately informed of a risk that subsequently materialised, the doctor can be found liable. This coverage area reflects a fundamental patient right: the right to make informed decisions about their own body and healthcare.

### Legal Defence and Investigation Costs

Regardless of whether a claim has merit, the process of investigation and adjudication is expensive. Defence costs include legal fees, expert witness fees, court costs, and document preparation. A complex malpractice case can take two to five years to resolve. A critical question is whether the policy provides defence costs in addition to the indemnity limit or whether defence costs erode the limit. The former is significantly more protective, ensuring that the full policy limit remains available for patient compensation regardless of how much is spent on the legal process.

### Damages, Settlements, and Aggravated Damages

When a claim succeeds or is settled, the policy pays the compensation amount. Damages typically include compensation for pain and suffering, loss of earnings, cost of future medical treatment and rehabilitation, and loss of amenity. Modern claims increasingly include aggravated damages for injury to a patient's feelings or dignity beyond physical harm. The adequacy of policy limits directly affects the patient's ability to receive fair compensation, which is why appropriate limit selection is so important.

### Auto Reinstatement of Limits

If a major claim exhausts the policy limit during the year, auto reinstatement restores the full limit for subsequent claims. Without this feature, a second

patient harmed by the same doctor in the same year could find that no insurance funds remain to compensate their claim.

### Good Samaritan Acts

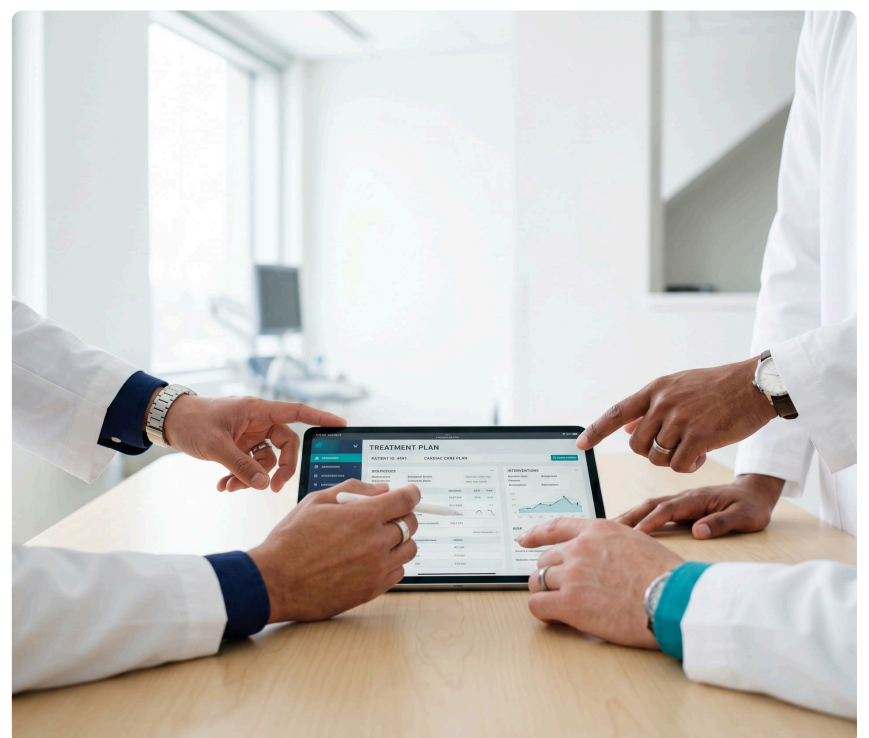
Extends coverage to emergency medical assistance provided outside the doctor's normal practice. This ensures that doctors are not deterred from rendering emergency aid by fear of litigation.

### Disciplinary and Regulatory Proceedings

Malpractice claims often run in parallel with investigations by medical councils. These proceedings protect the public by holding professionals to account and can result in suspension or cancellation of the doctor's licence. Coverage of legal costs for these proceedings ensures that the regulatory process functions properly, with both sides adequately represented.

### Reputation Management, Defamation, and Cyber Liability

Modern policies increasingly address the reputational dimension of malpractice allegations, the risk of unintentional defamation in digital communications, and the growing cyber exposure of medical practices that store patient data digitally. These extensions reflect the evolving risk landscape of healthcare delivery in a digital age.





## Risk Profile by Medical Specialisation

Malpractice risk varies significantly by specialisation. Understanding these variations helps healthcare professionals assess their coverage needs and helps the public understand the risk landscape of different medical disciplines.

| Specialisation             | Risk Level       | Common Claim Types                                                                                  |
|----------------------------|------------------|-----------------------------------------------------------------------------------------------------|
| Obstetrics & Gynaecology   | Very High        | Birth injuries, cerebral palsy, surgical complications, failure to perform timely caesarean section |
| Neurosurgery               | Very High        | Nerve damage, paralysis, surgical complications, failure to diagnose brain conditions               |
| Orthopaedic Surgery        | High             | Failed joint replacements, wrong site surgery, post operative infection, delayed diagnosis          |
| Plastic / Cosmetic Surgery | High             | Unsatisfactory aesthetic outcomes, scarring, nerve damage, patient expectation disputes             |
| Cardiac Surgery            | High             | Post operative complications, death during surgery, failure to obtain adequate informed consent     |
| General Surgery            | Moderate to High | Retained surgical instruments, anaesthesia complications, post operative infection                  |
| General Practice           | Moderate         | Missed diagnosis, delayed referral, medication errors, failure to follow up on test results         |
| Dentistry                  | Moderate         | Nerve damage during extraction, implant failures, unsatisfactory cosmetic outcomes                  |
| Radiology / Pathology      | Moderate         | Missed findings on imaging, delayed diagnosis of cancer, reporting errors                           |
| Psychiatry                 | Low to Moderate  | Patient self harm, inappropriate medication, boundary violations                                    |

## Claims Made vs. Occurrence: The Structural Foundation

This is the single most important structural concept in medical malpractice insurance. It determines when and how coverage responds, and misunderstanding it creates the most dangerous gaps in protection.

### Occurrence Based Policies

Cover claims arising from incidents that occurred during the policy period, regardless of when the claim is made. Increasingly rare in medical malpractice due to the long tail nature of the risk.

## Claims Made Policies

Cover claims first reported during the policy period, provided the incident occurred after a specified retroactive date. Two critical implications follow:

Continuous, unbroken coverage is essential. A lapse in coverage, even for a single day, can reset the retroactive date and leave a lifetime of practice uninsured.

Run off cover is essential at retirement. Medical malpractice claims can arise years or decades after the incident. A baby injured during delivery may not bring a claim until adulthood. Run off cover (also called tail cover) extends the reporting window beyond policy expiry. The most favourable programmes offer unlimited retroactive dates reaching back to the doctor's first day of practice, and complimentary run off cover after a qualifying period of continuous insurance.

For patients, the implications of these structures are equally significant. A patient harmed by a retired doctor who did not maintain run off cover may have no insured entity to claim against. The adequacy of a doctor's long term coverage directly affects the patient's ability to obtain compensation, potentially many years after the event.

## The Anatomy of a Medical Malpractice Claim

Understanding how a claim unfolds is valuable for both healthcare professionals and patients. Transparency about this process serves the interests of everyone in the healthcare ecosystem.

### Stage 1: The Adverse Event

A patient experiences an adverse outcome. An adverse outcome alone does not constitute malpractice. Complications occur even when care is exemplary. The question that the claims process must answer is whether the adverse outcome resulted from a breach of the standard of care.

### Stage 2: Notification

The patient or their legal representative sends a letter of demand. The doctor must notify their insurer immediately. Prompt notification is a policy condition. It also serves the patient's interest: early notification means earlier investigation, earlier engagement of medical experts, and faster resolution.

### Stage 3: Impartial Investigation

This is the stage where the insurer's approach matters most. A responsible insurer conducts a rigorous, objective investigation: reviewing medical records, obtaining expert opinions on whether the standard of care was met, and evaluating the evidence without prejudice. The purpose is to ascertain what happened, not to construct a defence regardless of the facts.

If the investigation reveals that the standard of care was met, the insurer defends the doctor vigorously. If the investigation reveals a genuine breach, the insurer facilitates a fair resolution. This impartial approach is, in my view, the most important characteristic to look for in a medical indemnity provider.

### Stage 4: Defence or Resolution

Where a claim is defended, the insurer appoints specialist medical negligence lawyers and expert witnesses. Modern policies increasingly include the doctor's right to choose their own legal representation. The defence team manages the case through negotiation, mediation, or trial.

Where liability is clear, the industry is increasingly moving toward loss mitigation through mediation: resolving disputes before they escalate to full court proceedings. Mediation is faster, less adversarial, less expensive, and often produces outcomes that are more satisfactory for the patient than the binary verdict of a court. It also allows for acknowledgment and learning in a way that adversarial proceedings

typically do not.

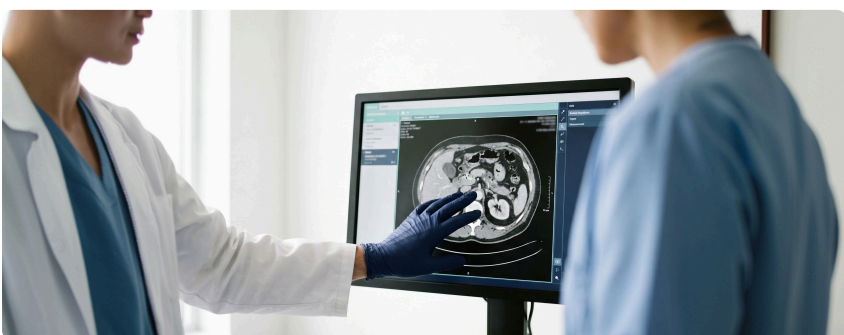
### Stage 5: Compensation and Learning

If a claim succeeds or is settled, the insurer pays the agreed compensation. But the process should not end with the payment. Every resolved claim contains lessons about systemic risks, communication failures, procedural gaps, and documentation weaknesses. The best medical indemnity systems feed claims data back into risk education and underwriting, creating a continuous improvement cycle that ultimately reduces harm to future patients.

## How Premiums Are Determined

Understanding the factors that drive premium pricing helps healthcare professionals engage more effectively with the insurance market and helps the public understand why medical services carry the costs they do.

The most significant factor is the doctor's specialty class, reflecting claims frequency and severity. Claims history, years in practice, scope of procedures, annual patient volume, and territorial exposure all contribute. Two factors that are often overlooked are the jurisdictional litigation climate and the doctor's documentation discipline. Insurers increasingly assess risk management practices, recognising that robust clinical governance, structured consent processes, and thorough record keeping are associated with measurably lower claims frequency. Risk management, in this sense, benefits everyone: it reduces harm to patients, lowers costs for doctors, and improves the sustainability of the insurance pool.



## Emerging Risks in Healthcare Liability

### AI Assisted Diagnosis

When an AI system contributes to a diagnostic error, the liability landscape becomes complex. The doctor remains the clinical decision maker and the standard of care still applies, but questions about the role of the technology, the adequacy of the doctor's training in using it, and the vendor's liability are still being resolved. From the patient's perspective, the critical question is whether the evolving use of AI in healthcare is matched by evolving accountability frameworks.

### Cosmetic Procedure Growth

The expansion of aesthetic medicine, much of it performed by practitioners who have undertaken short training courses rather than full specialist qualifications, is creating a new category of malpractice exposure. Patient expectations are exceptionally high, and informed consent documentation is particularly critical. This growth area highlights the importance of adequate indemnity coverage for patient protection.

### Claims Trends and Litigation Inflation

Medical inflation is driving up the cost of future care awards. Extended settlement periods are increasing the cost of managing claims. These trends mean that policy limits that seemed adequate five years ago may be insufficient today. Medical malpractice is a long tail liability line, requiring disciplined reserving, aggregation monitoring, and structured reinsurance protection. For patients, the adequacy of the insurer's capital and reserving directly affects whether fair compensation will be available when it is needed, potentially many years into the future.



## The Southeast Asian Landscape

### Rising Expectations and Medical Tourism

Southeast Asia has become a global hub for medical tourism, with international patients bringing the legal expectations and awareness of their home countries. This is raising the standard of accountability across the region, which is ultimately a positive development for patient safety.

### Evolving Legal Frameworks

Medical negligence law across the region is maturing. In Malaysia, the amendment to the Medical Act 1971 has made professional indemnity insurance mandatory for the Annual Practising Certificate. In Singapore, the courts have refined the legal tests for medical negligence. In Indonesia and the Philippines, consumer protection legislation is increasingly applied to healthcare disputes. The direction is clear: greater accountability, more sophisticated legal frameworks, and higher standards of patient protection.

### The Protection Gap

Despite these developments, a significant proportion of healthcare professionals across Southeast Asia remain uninsured or underinsured. Doctors who rely on employer provided coverage may not understand its limitations. This protection gap is not just a problem for doctors. It is a problem for patients, who may discover after an adverse event that there are no adequate insurance funds to compensate their claim. Closing this gap is one of the most important challenges facing healthcare regulation in the region.

### What to Look for in a Medical Malpractice Provider

Whether you are a healthcare professional choosing coverage or a patient seeking to understand the quality of your provider's protection, here are the critical factors.

- **Understand the nature of your protection.** Know whether your coverage is discretionary (MDO) or contractual (commercial insurance). Both models have strengths. What matters is that you understand how your provider will respond when a claim arises, and that the protection is adequate for your risk profile.
- **Impartial claims philosophy.** Does the provider commit to objective investigation and fair resolution, or does it market itself purely as a "defender" of doctors? The best providers are honest brokers of truth, not blind advocates.
- **Defence costs in addition to the limit.** This ensures the full policy limit remains available for patient compensation.
- **Auto reinstatement.** Ensures multiple patients can be compensated in the same policy year.
- **Adequate limits and entity coverage.** Limits should reflect the realistic cost of claims in the relevant jurisdiction. Entity coverage and vicarious liability protection should be in place for clinics with employed staff.
- **Financial strength and longevity.** Medical malpractice claims can take years to resolve. The insurer must have the financial strength to pay claims that may not mature for a decade. Look for "A" rated insurers or Lloyd's syndicates.
- **Commitment to risk education.** Providers who invest in educating healthcare professionals about risk management are investing in patient safety. An educated doctor is a safer doctor.

### Looking Ahead: Insurance as a Force for Patient Safety

Medical malpractice insurance is not a luxury for doctors. It is not a regulatory checkbox. And it is not, as it is too often characterised, merely a shield against litigation.

It is a structured capital protection mechanism that

serves the entire healthcare ecosystem. For patients, it ensures that when genuine harm occurs through medical negligence, there is a funded, regulated, contractually enforceable process to investigate the claim and provide fair compensation. For doctors, it provides the financial security to practise medicine without the paralysing fear of personal financial ruin, while simultaneously creating accountability structures that promote higher standards of care. For the public, it sustains trust in a healthcare system that is, by its nature, imperfect and uncertain.

The future of medical indemnity lies not in blind defence or adversarial litigation, but in honest investigation, fair resolution, risk education, and the continuous pursuit of better patient outcomes. When the insurance system operates as it should, ascertaining truth, compensating harm, and feeding lessons back into clinical practice, it becomes something far more valuable than financial protection. It becomes a force for patient safety.

That is the standard to which I believe the industry should hold itself. And it is the principle that guides my work in this field.

In the final instalment of this series, we will examine another critical specialty line: Jewellers Block and Specie Insurance. We will explore the unique risks facing the jewellery trade, how coverage works, and how technology is transforming the way precious goods are insured across Southeast Asia.

## About the Author

Japhire is the Founder & CEO of JA Assure Group, a Singapore based Lloyd's Coverholder specialising in medical indemnity, jewellers block, and specialty insurance. He is also a Professor of Practice at SRM Institute of Science & Technology, where he develops InsurTech curriculum. He is also the Founder of InsurTech platforms: DoctorShield, JADE and Jaguar Transit.



## Next in the Series: Blog 5:

### Jewellers Block and Specie Insurance: Protecting the World's Most Precious Assets

**Part of the Insurance Decoded series:** Five articles exploring how insurance works, why it matters, and the risks it protects.