



Problems Use of Compulsory Health Insurance

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Abstract

Health care facilities play a central role in public health. The level of development of medicine and meeting the needs of the country's population depends on a number of organizational and legal factors. After all, medical institutions undertake to provide medical services in accordance with applicable law when harm is done to the life and health of citizens, when they need medical assistance. At the same time, state medical institutions must carry out health insurance in an appropriate manner. After all, compulsory health insurance is carried out on the basis of programs established by the state and directly on the basis of state funding. This is due to the fact that funds allocated by insurers for compulsory health insurance may not fully cover the cost of medical services provided on this basis. Thus, premiums and compulsory health insurance premiums can be paid for the poor from public funds. In contrast, in voluntary health insurance, insurers are the owners of health care facilities.

Keywords: *Insurance; Medical Institution; Insurer; Insured Person; Medical Service; Contract; Consumer; Patient*

Introduction

Compulsory health insurance (CHI) is a type of personal insurance, which has a number of unique features. First of all, the insurance interest in CHI represents the possibility of obtaining property related to the intangible benefits of the individual. These intangible benefits include the life and health of the person listed in Article 99 of the Criminal Code. It should be noted that in personal insurance, an insured event is not only a negative event in a person's life (illness, injury, etc.), but also other circumstances in his life, reaching a certain age [1, pp. 119-120]. However, in contrast to CHI, it is recognized that an insured event is an insured person's need for medical care and for this reason to apply to a medical institution [2].

The Main Findings and Results

Medical insurance, in particular, because CHI is a type of personal insurance, the payment of the sum insured by the insurer is not considered an indemnity. In this case, the insurer's reimbursement of insurance premiums on the basis of a health insurance contract is not included in the costs of the insurer, so these costs were incurred in the course of the insurer's activities and are not considered a consequence of

violation of his rights. At the same time, there are other views on this rule. Indeed, in accordance with the provisions of Chapter 57 of the Civil Code, the costs associated with the payment of insurance premiums under a personal insurance contract can be claimed on the basis of a regress claim [3, pp. 132-138].

According to A.A. Kirilovich, CHI is aimed at guaranteeing the right of the insured person to free medical care. In contrast, as a separate type of personal insurance, health insurance is the insured and the insured person is not interested in receiving the sum insured, but in the provision of medical services. In health insurance, upon the occurrence of an insured event, the insured person receives the medical care necessary for him, and the medical institution receives payment for the medical services provided by him [4, pp. 62-77]. In this regard, Yu.S. Ovchinnikova notes that the contract of health insurance with these features does not correspond to the concept of personal insurance contract, specified in Article 921 of the Civil Code [5, pp. 25-30]. According to K.V. Talerov, the peculiarity of CHI is that it cannot be targeted at an indefinite range of insurers, because according to the rules established by civil law, the law determining the type of compulsory insurance must also apply to whom it applies. In this case, these instructions do not need to be clear, but it should be at a level that allows to determine the range of subjects to whom the obligation is imposed [6].

In our opinion, the main rule in the regulation of relations with CHI is the possibility of a clear range of person's subject to the requirement of compliance with the mandatory introduction of the type of insurance. In this regard, the current law "On compulsory insurance of civil liability of vehicle owners" states that the obligation to insure is imposed on the owner of the vehicle. The law "On compulsory insurance of civil liability of the employer" imposes this obligation on employers, and the law "On compulsory insurance of civil liability of the carrier" imposes insurance on carriers. If the CHI relationship is also based on this tradition, it will require the participation of medical institutions, in particular, regional medical institutions to which the population is attached. In this case, the medical institution will be obliged to insure the life and health of registered citizens on the basis of state insurance programs.

However, CHI should be distinguished from the liability insurance of medical institutions and physicians engaged in private practice. Compulsory civil liability insurance of medical institutions is carried out in accordance with the provisions of Article 918 of the Civil Code on liability insurance. This type of insurance is liability insurance for damage. In contrast, the object of insurance at CHI is not the payment of damages, but the payment for medical services. In the event that the treatment performed by the physician does not give the expected result, the patient is liable for compensation for the damage caused [7, p. 12]. In this case, the object of insurance of professional liability of a medical worker is the physical damage caused by an unexpected medical error [8, pp. 9-14]. In CHI, when the insured person feels the need to receive medical care, and in this case he is provided with medical services, the fee paid to the medical institution is recognized as the sum insured. This, in turn, requires CHI to have a certain system of social guarantees.

It should be noted that the type of irrigation mechanism is a universal guarantee of risk, which is actively used in many countries with developed market economies. Social insurance is no exception. Therefore, the introduction of compulsory insurance institutions in the early stages of the formation of insurance relations has become an important direction in the development of social insurance [9]. In addition, the development of social insurance, including the introduction of compulsory health insurance as one of the mechanisms of financial support for the poor.

A central element in the CHI system is the insured person - a citizen who has certain rights and obligations in this area. Therefore, CHI should be able to participate in the provision of medical care to citizens, in particular, to choose the medical institution to be contacted in the event of an insured event. In the formation of legislation on CHI, the priority in choosing a medical institution that provides medical care under the CHI contract will be given to the insured, not the insured. It is also important to keep records of insured persons when introducing CHI. At the same time, it is necessary to develop rules on a single database of insured persons on CHI and establish norms for the provision of medical services to the insured outside the territory of the Republic of Uzbekistan. In addition, it is desirable to strengthen at the legislative

level the rights of medical institutions operating on the basis of insurance to control the volume, duration and quality of medical care.

The introduction of CHI should be based on the current level of development of medicine and on this basis to identify important areas. In our opinion, the following are important areas for the introduction and application of CHI:

- Transition to a single-channel financing model of medical care in the CHI system, with the definition of the source of income and cost obligations at the legislative level;
- Introduction of insurance premiums on a single tariff for all employers and individual entrepreneurs in CHI;
- Setting the limit of the annual salary, which is the insurance premium;
- Establishment of uniform requirements for determining the amount of insurance premiums for all regions;
- Increasing the responsibility of insurance medical organizations;
- Creation of medical quality management system;
- Creation of conditions for participation of medical institutions of various organizational and legal forms in CHI.

The following are important principles in the introduction of CHI: General CHI; state guarantees of protection of insured persons from social risks; Autonomy of the CHI financial system.

The following basic rights of citizens in the health care system, in particular in the field of health insurance, can be listed:

- Use of compulsory and voluntary health insurance;
- Selection of health insurance organization;
- Selection of a medical institution and a doctor under a contract of voluntary and compulsory health insurance;
- To receive medical services in the amount and quality that meet the terms of the contract, regardless of the amount of insurance premiums actually paid;
- To sue the insurer, the medical insurance organization, the medical institution, regardless of whether the medical insurance is provided by the contract or not, including the claim for compensation for the material damage caused by their fault;
- Reimbursement of part of the insurance premiums in voluntary health insurance, if specified in the terms of the contract.

These fundamental postulates constitute the content of CHI within the health care system. The introduction of CHI will ensure the compatibility of public and private health care systems and bring medical services closer to the poor [10].

One of the main objectives of the legal regulation of CHI is to provide a market base in the health sector and thus develop competition in the quality of medical services. By creating a legal framework for CHI, a competitive environment will be created between medical institutions in improving the quality of medical care for insured citizens. Fulfillment of competitive conditions means that medical institutions of different forms of ownership operate on an equal basis in the system of compulsory health insurance. Medical institutions in the field of CHI include organizations of various forms of ownership, as well as

individual entrepreneurs engaged in private medicine. In this case, the organization and individual entrepreneurs must have the right to engage in medical activities and be included in the register of medical institutions operating in the field of CHI. At the same time, it will be necessary to transfer the right to operate in the field of health insurance to foreign medical institutions and apply the national legal regime applicable to residents.

Usually, insurance from the birth of a child until the state registration of his birth is carried out by health insurance organizations in which the child's mother or other legal representatives are insured. In this case, the insurance contract is valid from the time of state registration of the child's birth until he reaches adulthood or full legal capacity and is concluded in the health insurance organization chosen by the child's parent or legal representative. In this case, the right to choose a health insurance organization should belong not to the insurers, but to the insured and the insured. Employers or other responsible persons who are to carry out CHI should only perform a technical function when choosing a health insurance organization, as the insurer exercises the rights of the employee by concluding a contract [11, p. 12].

However, the insured person has the opportunity not only to choose a health insurance company, but also to replace the selected insurance company, and the health insurance company has no right to refuse such a choice. The insured person will be able to change once a calendar year, but by November 1, the health insurance organization. The right to choose a health insurance organization is inextricably linked with the choice of health care organization. In the field of health care, the identity of the entity providing the health care is really important. This situation determines the quality of the service provided and its specific features. In this regard, F. Kotler rightly notes that the service is inseparable from its source, it does not matter whether the source is a person or a machine, in contrast, the commodity in material form does not depend on the presence or absence of its source [12, p. 638].

It is necessary to ensure the choice of the type of services that, by their very nature, allow to fully satisfy a person's health interests, taking into account his physical characteristics and the specifics of the organism. For this reason, in the literature, the quality of insurance for citizens by some experts in the field of medicine is associated with the fact that they have the opportunity to receive medical care in the best treatment and prevention facilities [13].

In practice, the full realization of medical services and the freedom to choose them is reflected in the strict adherence to the choice of insurer and medical institution, and even a particular specialist (doctor). This is also the only condition for the participation of a medical institution in the compulsory health insurance system. It should be noted that an important means of ensuring the right of choice of the insured is to provide the population with information about the insurance market and medical services, to allow this information to reach them. At the same time, it will be necessary to establish compulsory health insurance funds and post information on their websites about medical institutions and health insurance organizations operating in the compulsory health insurance system and provide free access to this information.

In exercising the right to choose the insured person, it is necessary to simplify the technical registration of the process of replacement of insurance and medical institutions and to introduce an optimal procedure for this. In this case, the requirement to re-register the compulsory health insurance policy when replacing the insurer should be abolished. Therefore, it is advisable to apply a single type of health insurance policy to the insured person, which does not require renewal when replacing the health insurance organization. An important role in the implementation of state health policy is played by the system of economic incentives, which encourages health insurance organizations to control the quality of medical care, to ensure the realization of the rights of insured persons.

First, health insurance companies should be provided with benefits based on the health indicators of the insured. This, in turn, encourages health insurance organizations to implement preventive measures in medical institutions, to introduce more effective methods of treatment, to conclude contracts with successful medical institutions. Second, there may be an opportunity to apply a measure of civil liability to the health insurance organization and the medical institution as a means of interest. The insured person

shall have the right to compensation for damage caused by the failure of the health insurance organization and the medical institution to fulfill or improperly fulfill the obligation to organize medical care under compulsory health insurance. In this regard, the mechanism of compensation for damage to the victim comes to the fore. According to scientific research, not only the legal status of the medical institution, the order of its financing, the rights and obligations of the medical staff, etc., are considered, but also the insurance risk of poor quality care, the combination of civil and professional liability in medicine [14]. In this case, the citizen has the right to file a claim against the insured, the health insurance organization, the medical institution, which, in turn, makes it more difficult to recover damages [15, p. 25]. This is because the receipt of compensation for damages depends on the citizen filing a lawsuit, and there is no guarantee that the claim will be satisfied.

In this case, it is necessary to pay attention to the general mechanism of proof, because when such claims are made, the patient has problems arising from the elements that shape the content of the service and the harm of the result. In this case, we are talking about compensation for property damage (actual damage and lost profits) in the first part of Article 1016 of the Civil Code. Compensation for damage to the health of a citizen, even if it is intangible, is made in the form of money. Indeed, in civil law, liability is purely property [16, p. 42]. Such a color of the damaging result is expressed in the content of the claim for pecuniary damage.

The Law of the Republic of Uzbekistan No. 221-I of April 26, 1996 “On Consumer Protection” also covers patients with free medical care, but covered by compulsory health insurance. At the same time, this law provides maximum legal protection to victims of poor quality services provided in private medical institutions. However, some experts note that the courts are not always on the side of the victim of medical care provided under the CHI system, which leads to serious violations of free and paid medical care and, in practice, “two different standards” [17, pp. 38-41]. In addition, A. Samoshkin writes that it is necessary to clarify the concept and stratification of the category of consumers of the insured population - health care and drug supply [18].

It is usually defined differently as medical services. It is also possible to describe the damage to the patient's health, for example, poor quality medical care by comparing the patient's condition with that before and after medical care [19, pp. 6-12]. In general, poor quality medical care means medical care that excludes the following negative consequences provided by the health care provider: - consequences that complicate the stabilization of the disease or increase the risk of exacerbation, increase the risk of new pathological processes; - Consequences of improper use of resources of the medical institution; - Consequences of dissatisfaction of the patient with the interaction with the medical institution. The quality of medical services depends on the skill and professionalism of the executive doctor, medical staff, their honesty and skill, the availability of modern medical equipment. According to Yu. Andreev, it is important that the legislation and the contract strengthen the quality issues and regulate the liability for non-compliance [20, p. 127]. Therefore, a special place is given to the development of a regulatory framework governing the effective protection of the rights of victims. Therefore, the identification of sources of funding in the imposition of fines on organizations and individual health workers serves to improve the quality of medical care [21].

Conclusion

In general, the application of compulsory health insurance is based on the interests of the insured, the choice of health insurance organization and medical institution and the right to replace them if necessary, on this basis to introduce a universal type of insurance policy. In addition, increasing the interest of health insurance organizations in the relationship of compulsory health insurance, increasing their powers to control the quality of medical services will serve to ensure the interests of the insured.

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