

Vaccination indemnity agreement is to protect public, says MMA

By **Samuel Chua** - February 16, 2022 11:09 AM

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MMA president Dr Koh Kar Chai says that in the practice of medicine, it is compulsory to have an indemnity agreement.

PETALING JAYA: The vaccination indemnity agreement that everyone has to sign is to enable them to receive compensation if the need arises, according to the Malaysian Medical Association (MMA).

MMA president Dr Koh Kar Chai said no vaccine was completely safe and that incidences of Adverse Events Following Immunisation (AEFIs) were seen with every vaccine.

"The incidences of AEFIs will need to be studied to see their frequency and severity before deciding if the benefits of vaccination trump the AEFIs concerned. It is the same with any modality of medical treatment.

"Therefore, in the practice of medicine, it is compulsory to have an indemnity agreement, not to cover the practitioners but to protect the patients who will have recourse to compensation if the unthinkable occurs," he told FMT.

Recently, Perlis mufti Mohd Asri Zainul Abidin said the health ministry should not make it compulsory for people taking the Covid-19 booster dose to sign an indemnity agreement if it was confident that the vaccines were safe. He said this in the wake of reports of people suffering adverse effects after taking their booster shot.

Koh said the government had set up a compensation scheme for injury caused by Covid-19 vaccines in early 2021.

"There is a RM50,000 compensation for those who develop AEFIs needing hospitalisation. A sum of RM500,000 is also available for those who suffer permanent injury or death," he said.

He said the government should continue with its efforts to provide statistics to the people on AEFIs as well as Adverse Events of Special Interest (AESIs) in a regular, transparent and easily accessible manner to convince the public that the vaccines were safe.

"As of Jan 31, there were only 64 (0.0005%) serious AEFI reports out of a total of 11,938,201 booster doses that were given," he said.

He also said the public should be given an avenue where they could clear their doubts by getting their questions answered.

Health lawyer PS Ranjan said: "The vaccine indemnity document appears to be legally binding upon those who receive the vaccines. However, the use of the phrase 'I am responsible for any

risk' is meaningless."

He told FMT this phrase appeared to be an exclusion clause against liability.

"In other words, the use of the word 'responsible' wrongly suggests fault on the part of vaccine recipients," he said.

"It is intended by the vaccination document to give information and advice regarding the overwhelming benefits and the far lower risks of taking the vaccine, something well-supported and even required in law and healthcare ethics.

"Also, there is the thinking that, if harm occurs from healthcare, compensation must be paid as a matter of course to the person who suffered the harm. That is not the law. The fault will need to be proven as well."