A physician's folly? Issuing a medical certificate "not for medicolegal purpose"

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The proliferation of medical certificates bearing a disclaimer "Not for medicolegal purpose" has gone unabated for years to the point that it has become the normal practice among some practicing physicians in hospitals and clinics. Different versions abound like "Not for legal purposes" or "Not for official use" or "Not intended for Court use." When the certificate states "Not for medicolegal purpose" or anything of similar import, one might say that the issuing physician is merely stating a diagnosis or opinion, "but does not want it to be produced as a legal evidence in court" or "that the person who has signed it does not want it to be used for such legal purpose." [1]

Issuing a medical certificate is not simply a perfunctory duty of an attending physician. Consider how the courts defined a "certificate" – it is "a written assurance, or official representation, that some act has or has not been done, or some event occurred, or some legal formality has been complied with. To certify is to attest the truthfulness of the document."[2] In another jurisdiction, a "certificate" is a "document in which a fact is formally attested."[3] So, a physician should always presume that a medical certificate is burdened with so much expectations from the courts. The Supreme Court has already stressed that "no physician in his right mind and who is aware of the far-reaching and serious effect that his statements xxx would issue certifications indiscriminately, without even minding his own interests and protection." In signing a medical report, a physician, especially a specialist, stakes his reputation."[4] It would appear then that courts will always presume regularity in the issuance of a medical certificate.

In addition, a medical certificate is a "statement of facts" which may include results of physical examination, treatment, diagnosis and recommendations among others, arising from a physician-patient relationship. Preferably, the certificate must be written (hand written or typed) in a stationery with letterhead, license number, professional tax receipt and properly signed.[5]

This is not to say that the aforementioned disclaimers have no valid applicability when issuing a medical certificate. Consider the following: 1) a medical certificate with an incomplete list of diagnoses or a diagnosis yet to be confirmed can clearly state such a disclaimer; 2) an initial medical certificate attesting to the acute physical injuries of the patient can also bear the same. The reason for this is evident, a re-examination is necessary within twenty-four (24) to forty-eight (48) hours to appreciate subsequent and evolving injuries (if any), not present during the initial examination; 3) the attending physician can opt to provide a copy instead of the original medical certificate pending discharge of the patient from the hospital; and 4) in rare cases, only a copy will be provided until full payment of an acknowledged and unpaid professional fee is made.

Needless to say, such disclaimer must not be blindly adopted. A justification [for the disclaimer] must be clear and fully explained to the patient. However, that alone will not prevent the patient from actually using it for whatever purpose it may serve him, for medicolegal purpose or otherwise. In fact, once the patient received the medical certificate - anything goes.

But the most preposterous reason for writing "Not for medicolegal purpose" in a medical certificate is the belief of the issuing physician that it will place him or her beyond the coercive reach of a subpoena. ["[T]here are two (2) kinds of subpoena, to wit: subpoena ad testificandum and subpoena duces tecum. The first is used to compel a person to testify, while the second is used to compel the production of books, records, things or documents therein specified. xxx The subpoena duces tecum is, in all respects, like the ordinary subpoena ad testificandum with the exception that it concludes with an injunction that the witness shall bring with him and produce at the examination the books, documents, or things described in the subpoena."][6] The truth is, such disclaimer cannot prevent the court or a litigant from hailing the physician in court in connection with the medical certificate he or she issued.

References:

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3. Tony Labrado and Sunset Coaches, Inc. v. County of El Paso, 132 S.W.3d 581 (Tex. App. 2004)
4. Jaime Loot v. GSIS, G.R. No. 86994 June 30, 1993
5. c.f. Union Motor Corporation v. NLRC, G.R. No. 159738 December 9, 2004
6. Domingo Roco v. Hon. Edward B. Contreras, G.R. No. 158275 June 28, 2005

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