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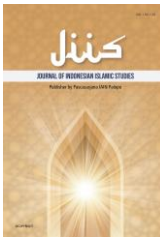

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Legal Analysis of the BPJS Kesehatan Memorandum of Agreement and the Protection of Emergency Patients' Rights

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Abstract

Emergency care is a fundamental health service that must be provided immediately without administrative or financial delays to protect the rights to health and life. However, within the implementation of Indonesia's National Health Insurance (Jaminan Kesehatan Nasional, JKN), the BPJS Kesehatan Memorandum of Agreement (Berita Acara Kesepakatan, BAK), which serves as a guideline for claims settlement, may influence the delivery of emergency care. This study aims to analyze the legal implications of the BAK for the provision of emergency care under Indonesian positive law and to examine it from the perspective of Islamic law. This study employed normative legal research using statutory and case approaches. Legal materials were collected through library research and analyzed using a prescriptive legal approach based on grammatical, systematic, and teleological interpretation, complemented by an analysis grounded in the principles of maqāṣid al-sharī'ah. The findings indicate that several provisions of the BAK, particularly those concerning Death on Arrival (DOA) claims and internal consultations, have the potential to shift the nature of the therapeutic obligation from inspanningverbintenis (obligation of best efforts) to resultaatsverbintenis (obligation of results), creating disharmony with the legal framework governing emergency care and undermining the principle of balance in the legal relationship between BPJS Kesehatan and hospitals. From the perspective of Islamic law, these restrictions are inconsistent with the principles of ḥifẓ al-nafs (protection of life), maṣlaḥah (public interest), and lā ḍarar wa lā ḍirār (no harm and no reciprocating harm), all of which recognize the protection of human life as a primary objective of Islamic law. Therefore, harmonization of BPJS Kesehatan's administrative policies with Indonesia's health law framework is necessary to ensure legal certainty, justice, and optimal protection of patient safety.

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Introduction

Emergency care is a fundamental component of the healthcare system that provides immediate medical treatment for patients with life-threatening conditions or those at risk of permanent disability. Unlike routine healthcare services, emergency care has unique characteristics because any delay in medical intervention may significantly increase the risk of death or permanent disability (Afiful Jauhani et al., 2022; Andrianto, 2025; Maranantan et al., 2023). Accordingly, the State requires all healthcare facilities to provide emergency care without discrimination based on social status, economic capacity, or patients' administrative circumstances (Kurniansyah & Sara, 2023; Watuseke et al., 2025). This obligation reflects the protection of both the right to health and the right to life as guaranteed under Indonesia's legal system.

This commitment is embodied in several statutory provisions. Article 275(1) of Law No. 17 of 2023 on Health requires medical and health professionals to provide first aid to patients in emergency situations and disasters (Maranantan et al., 2023). A similar obligation is stipulated in Article 51 of Law No. 29 of 2004 on Medical Practice, which requires physicians to provide emergency treatment on humanitarian grounds. Furthermore, emergency care is exempt from certain administrative requirements under specific circumstances. For example, informed consent is not required before life-saving treatment or interventions intended to prevent permanent disability, provided that such actions are performed in accordance with professional standards and standard operating procedures (Afiful Jauhani et al., 2022; Maranantan et al., 2023). These provisions demonstrate that the law prioritizes patient safety over administrative procedures.

Within Indonesia's National Health Insurance (Jaminan Kesehatan Nasional, JKN) system, healthcare financing is administered by the Social Security Administering Body for Health (BPJS Kesehatan) pursuant to Law No. 40 of 2004 on the National Social Security System (Jabbar, 2020; Kafi & Laela, 2023). To support the implementation of the INA-CBG claims system, BPJS Kesehatan, together with the Ministry of Health and professional organizations, has issued a series of Memoranda of Agreement (Berita Acara Kesepakatan, BAK) that serve as guidelines for resolving claim disputes and verifying healthcare claims (Akbar, 2020; Widada et al., 2017). These agreements were introduced to promote consistency in claims processing and improve the effectiveness of the National Health Insurance system.

Nevertheless, the implementation of the BAK in emergency care raises several legal concerns. While emergency care is legally required to be provided immediately without delay, the BAK functions as an administrative instrument governing healthcare financing. This situation raises important questions regarding the extent to which the BAK influences the legal obligations of hospitals and healthcare professionals in delivering emergency care, and whether its provisions are consistent with the principles of health law that place the preservation of life as the highest priority (Andrianto, 2025; Irawan & Ainy, 2018; Kurniansyah & Sara, 2023; Tarigan et al., 2022).

International health law recognizes access to healthcare as a fundamental human right under Article 12 of the International Covenant on Economic, Social and Cultural Rights (ICESCR), which guarantees everyone's right to the highest attainable standard of physical and mental health (Olumese, 2021). The Committee on Economic, Social and Cultural Rights further clarified this right through General Comment No. 14, which establishes that

States have immediate core obligations to ensure the availability, accessibility, acceptability, and quality (AAAQ) of essential healthcare services, including non-discriminatory access to emergency care, irrespective of resource constraints (Dalli, 2018). These principles are closely aligned with the global commitment to Universal Health Coverage (UHC) under Sustainable Development Goal 3.8, which seeks to ensure that all individuals receive the health services they need without suffering financial hardship (Nygren-Krug, 2019). Consistent with these international standards, healthcare financing policies and reimbursement mechanisms should facilitate equitable access to essential health services rather than create administrative or financial barriers to emergency medical treatment, particularly in emergency settings where timely intervention is essential to protect life (Agustina et al., 2019).

Previous studies on BPJS Kesehatan have primarily focused on healthcare financing, the effectiveness of the National Health Insurance system, claims management, INA-CBG reimbursement, and healthcare administration (Budiono et al., 2016; Devitasari et al., 2024; Irwandy & Sjaaf, 2018; Triayu Nur Afifah et al., 2022). In contrast, studies specifically examining the legal implications of the BAK for emergency care remain limited, particularly those addressing its impact on the legal relationship between healthcare providers and patients, as well as on the protection of patients' rights and safety. Likewise, little attention has been paid to the compatibility of these administrative policies with the principles of Islamic law, especially maqāṣid al-sharī'ah and ḥifẓ al-nafs (the protection of life) (Al-Quddus & Nisak, 2023; Asiah, 2017; Billah, 2026).

Accordingly, this study aims to analyze the legal implications of the BPJS Kesehatan BAK for the provision of emergency care under Indonesian positive law and to examine its compatibility with the principles of Islamic law. This study is expected to contribute to the development of health law by promoting greater harmonization between administrative healthcare financing policies and the legal obligations governing emergency medical services, thereby strengthening the protection of patient safety.

Method

This study employed normative legal research using statutory and case approaches. The statutory approach was used to examine the consistency of the BPJS Kesehatan Memorandum of Agreement (*Berita Acara Kesepakatan*, BAK) with the legal framework governing Indonesia's National Health Insurance system, healthcare services, and emergency care. Meanwhile, the case approach was applied to analyze the substantive provisions of the BAK relating to the provision of emergency care as the primary object of the study.

The legal materials consisted of primary, secondary, and tertiary sources. Primary legal materials included the 1945 Constitution of the Republic of Indonesia, Law No. 17 of 2023 on Health, Law No. 40 of 2004 on the National Social Security System, Law No. 24 of 2011 on the Social Security Administering Bodies, Law No. 29 of 2004 on Medical Practice, the Indonesian Civil Code, implementing regulations governing emergency care, and the BPJS Kesehatan Memorandum of Agreement, which constituted the principal object of analysis. Secondary legal materials comprised books, peer-reviewed journal articles, previous studies, and literature on Islamic law addressing *maqāṣid al-sharī'ah*, *ḥifẓ al-nafs* (the protection of life), *maṣlaḥah* (public interest), and relevant principles of Islamic

jurisprudence (*fiqh*) related to healthcare. Tertiary legal materials included legal dictionaries, encyclopedias, and other supporting references.

Legal materials were collected through library research and analyzed qualitatively using a prescriptive legal analysis. The analysis employed grammatical, systematic, and teleological interpretation to evaluate the consistency of the BPJS Kesehatan Memorandum of Agreement with the applicable statutory framework. The findings were further enriched through an Islamic law perspective by examining the principles of *maqāṣid al-sharī'ah*, particularly *ḥifẓ al-nafs*, *maṣlaḥah*, and relevant principles of Islamic jurisprudence as normative foundations for assessing policies governing emergency care.

Results

Legal Structure of Emergency Care

Emergency care constitutes a fundamental component of the healthcare system and serves as the frontline in managing life-threatening conditions and injuries with the potential to cause permanent disability. Consequently, emergency medical services must be delivered promptly, appropriately, and without discrimination (Andrianto, 2025; Azis et al., 2025). Delays or failures in providing emergency treatment may result in death or permanent disability (Maranantan et al., 2023).

Indonesian law establishes emergency care as a mandatory legal obligation that cannot be delayed due to administrative or financial considerations. Article 275(1) of Law No. 17 of 2023 on Health requires medical and health professionals to provide first aid in emergency situations and disasters (Maranantan et al., 2023). A similar obligation is provided in Article 51 of Law No. 29 of 2004 on Medical Practice, which requires physicians to provide emergency treatment on humanitarian grounds. Furthermore, emergency care is exempt from certain administrative requirements. In particular, informed consent is not required when immediate medical intervention is necessary to save a patient's life or prevent permanent disability, provided that the intervention complies with professional standards and standard operating procedures (Afiful Jauhani et al., 2022; Kurniansyah & Sara, 2023; Maranantan et al., 2023).

Within Indonesia's National Health Insurance (Jaminan Kesehatan Nasional, JKN) system, emergency care is delivered through a complex legal framework involving three principal legal relationships: (1) between BPJS Kesehatan and insured participants, (2) between BPJS Kesehatan and healthcare facilities, and (3) between hospitals and patients. This study focuses on the legal relationship between hospitals and patients because it directly governs the provision of emergency medical services. Although BPJS Kesehatan finances healthcare services through the claims system, it is not a party to the therapeutic agreement established between physicians and patients.

The physician–patient relationship is formed through a therapeutic agreement, whereby physicians are obliged to provide medical care in accordance with their professional competence and applicable standards, while patients are entitled to healthcare, protection from health risks, and adequate information concerning medical treatment (Ramadianto, 2023). In routine clinical practice, this relationship is generally established through informed consent as one of the essential elements of a valid legal agreement under Article 1320 of the Indonesian Civil Code. Nevertheless, emergency situations constitute a legal exception because immediate treatment takes precedence over administrative formalities (Ramadianto, 2023).

The analysis demonstrates that the legal structure governing emergency care combines both public and private law elements. The private law dimension derives from the therapeutic relationship between physicians and patients, whereas the public law dimension arises from statutory obligations requiring healthcare providers to deliver emergency treatment as part of the

State's responsibility to protect the rights to health and life. Accordingly, although the therapeutic relationship retains its private law character, emergency care is predominantly governed by public law because the protection of life and patient safety constitutes the primary legal objective.

Legal Inconsistencies between the BPJS Kesehatan Memorandum of Agreement and the Health Law Framework

The legal analysis identified several substantive inconsistencies between the BPJS Kesehatan Memorandum of Agreement (*Berita Acara Kesepakatan*, BAK) and Indonesia's health law framework governing emergency care. Although the BAK was developed as an administrative instrument to standardize claims verification and reimbursement under the National Health Insurance system, several of its provisions directly affect the delivery of emergency medical services.

One significant inconsistency concerns the regulation of Death on Arrival (DOA) claims. The 2018 BAK on the Resolution of INA-CBG Claim Disputes provides that the diagnosis of cardiac arrest cannot be used for DOA cases because INA-CBG coding is based on morbidity rather than mortality. In contrast, the Decree of the Minister of Health No. HK.01.07/MENKES/4344/2021 defines DOA as patients who are declared dead upon arrival at the hospital without explicitly distinguishing between clinical death and brain death. This inconsistency creates uncertainty regarding reimbursement for emergency interventions performed on patients with potentially reversible conditions.

A similar inconsistency is found in the 2024 BAK concerning internal specialist consultations. Under this policy, multiple consultations conducted within the same hospital are reimbursed as a single episode of care. However, multidisciplinary consultation is often an integral component of professional medical standards, particularly for critically ill patients with complex clinical conditions or multiple suspected diagnoses. Consequently, hospitals may be required to bear the financial costs of involving multiple specialists while receiving reimbursement for only one episode of care.

The legal analysis further demonstrates that these provisions have the potential to alter the legal nature of the therapeutic relationship. Under Indonesian legal doctrine, the physician–patient relationship constitutes an *inspanningverbintenis* (obligation of best efforts) rather than a *resultaatsverbintenis* (obligation of results) (Aribowo & Nurhayati, 2017). Physicians are required to exercise professional competence in accordance with accepted standards of medical practice but are not legally obliged to guarantee specific clinical outcomes. Nevertheless, the reimbursement restrictions imposed by the BAK may indirectly evaluate medical services based on treatment outcomes rather than professional efforts, particularly in unsuccessful resuscitation attempts or complex multidisciplinary emergency care.

The analysis also identifies a normative inconsistency between the BAK and the statutory obligations governing emergency care. Law No. 17 of 2023 on Health requires healthcare providers to deliver emergency treatment immediately and without regard to patients' administrative or financial status. In contrast, certain reimbursement restrictions contained in the BAK may limit financial compensation for medical services that healthcare providers are legally obligated to perform. Since the Health Law regulates the legal obligation to provide emergency care, whereas the BAK functions as an administrative instrument for healthcare financing, these two regulatory frameworks operate within different legal domains. Consequently, administrative policies should not restrict or undermine statutory obligations established under higher-ranking legislation.

Accordingly, the findings indicate that the current BAK framework creates legal inconsistencies affecting the physician–patient therapeutic relationship, reimbursement for emergency medical services, and the implementation of statutory obligations governing emergency care. These findings provide the basis for the subsequent discussion on the implications of the

BAK for therapeutic obligations, legal certainty, and the harmonization of Indonesia's health law framework..

Discussion

The Transformation of Therapeutic Obligations under the BPJS Kesehatan Memorandum of Agreement

The findings indicate that several provisions of the BPJS Kesehatan Memorandum of Agreement (BAK) extend beyond their intended administrative function and directly influence the legal relationship between physicians, hospitals, and patients. Although the BAK was introduced to standardize claims verification within Indonesia's National Health Insurance system, its reimbursement policies may inadvertently alter the legal nature of therapeutic obligations in emergency care.

Under Indonesian civil law doctrine, the physician–patient relationship is generally characterized as an inspanningverbintenis (obligation of best efforts) rather than a resultaatsverbintenis (obligation of results) (Aribowo & Nurhayati, 2017). Physicians are therefore required to exercise their professional competence diligently and in accordance with accepted medical standards but are not legally required to guarantee a particular clinical outcome. Liability arises only where physicians fail to exercise the degree of care expected under professional standards, rather than because a patient fails to recover or dies despite appropriate treatment.

However, the reimbursement policies contained in the BAK may indirectly shift this legal principle. The restriction on reimbursement for unsuccessful resuscitation in certain Death on Arrival (DOA) cases and the limitation of reimbursement for multiple internal specialist consultations effectively evaluate emergency medical services according to their outcomes rather than the professional efforts undertaken by healthcare providers. Such policies create financial disincentives for hospitals despite their continued legal obligation to perform cardiopulmonary resuscitation, multidisciplinary consultations, and other emergency interventions whenever clinically indicated.

This shift has broader legal implications for the physician–patient therapeutic relationship. When reimbursement depends primarily on treatment outcomes, hospitals may be exposed to financial risks even after fully complying with professional standards. Consequently, the legal doctrine of inspanningverbintenis may gradually be replaced in practice by a de facto resultaatsverbintenis, whereby successful outcomes become the implicit benchmark for financial recognition despite the absence of any legal obligation to guarantee recovery.

The transformation also affects the principle of contractual balance (equality and balance of interests). Indonesian contract law recognizes that contractual relationships should maintain proportional rights and obligations between the parties (Safira Meisya Salsa Bina, 2023). In the relationship between BPJS Kesehatan and hospitals, however, significant inequality in bargaining power exists because many hospitals rely heavily on BPJS reimbursement to maintain operational sustainability. Under these circumstances, reimbursement restrictions may transfer a disproportionate share of clinical and financial risk to healthcare providers while limiting their ability to recover the costs of legally mandated emergency services.

From a practical perspective, these policies may encourage defensive medical practices. Hospitals may become reluctant to perform multidisciplinary consultations or other resource-intensive emergency interventions when reimbursement is uncertain, even though such interventions represent good clinical practice. Although physicians remain ethically and legally obligated to prioritize patient safety, financial constraints created by reimbursement policies may indirectly influence clinical decision-making. Such unintended consequences have the potential to undermine both the quality of emergency care and the legal objective of protecting patients' rights.

Therefore, the findings suggest that the administrative objectives of the BAK should be carefully balanced against the legal principles governing therapeutic obligations. Reimbursement

policies should reinforce, rather than weaken, the legal framework that requires physicians and hospitals to exercise their best professional efforts in protecting patients' lives during emergency care.

Harmonization of Administrative Policies and Health Law

The findings demonstrate that the legal issues arising from the BPJS Kesehatan Memorandum of Agreement (BAK) are not merely administrative but also normative. Although the BAK was developed to standardize claims verification and reimbursement under Indonesia's National Health Insurance system (Akbar, 2020; Widada et al., 2017), several of its provisions directly affect the implementation of statutory obligations governing emergency care (Andrianto, 2025; Kurniansyah & Sara, 2023; Tarigan et al., 2022). Consequently, the legal consequences of the BAK extend beyond healthcare financing and influence the relationship between healthcare providers' legal obligations and administrative reimbursement policies.

The inconsistency becomes particularly evident when the BAK is compared with the legal framework governing emergency care. Law No. 17 of 2023 on Health requires healthcare providers to deliver emergency treatment immediately without delay and irrespective of patients' administrative or financial circumstances (Maranantan et al., 2023). Likewise, Law No. 29 of 2004 on Medical Practice obliges physicians to provide emergency treatment on humanitarian grounds. In contrast, certain reimbursement limitations contained in the BAK may reduce financial compensation for emergency interventions that hospitals and physicians are legally required to perform. This discrepancy creates a situation in which compliance with statutory obligations may impose financial burdens on healthcare providers.

From the perspective of Indonesian legal theory, this normative inconsistency cannot be resolved solely through the principle of *lex specialis derogat legi generali*. The Health Law and the BAK regulate different legal domains. The former establishes the legal obligation to provide emergency medical services and protect the rights to health and life, whereas the latter regulates administrative procedures for claims reimbursement within the National Health Insurance system (Irawan & Ainy, 2018; Tarigan et al., 2022). Accordingly, these legal instruments should be interpreted harmoniously rather than as competing regulatory frameworks. Furthermore, under the principle of *lex superior derogat legi inferiori*, statutory legislation occupies a higher position within Indonesia's legal hierarchy than administrative agreements. Consequently, administrative policies should not be interpreted or implemented in a manner that restricts statutory obligations imposed by health legislation.

The findings further indicate that the existing reimbursement framework may undermine legal certainty for healthcare providers. Hospitals are required to comply with professional standards and statutory duties while simultaneously managing financial risks arising from reimbursement restrictions. Such conditions create normative and managerial dilemmas, particularly for hospitals that depend heavily on BPJS Kesehatan reimbursement to sustain their operations. Similar concerns have been identified in previous studies, which reported that administrative financing policies may influence clinical decision-making and healthcare delivery despite the legal obligation to prioritize patient safety (Budiono et al., 2016; Devitasari et al., 2024; Irwandy & Sjaaf, 2018).

Moreover, reimbursement policies that inadequately compensate emergency medical services may unintentionally encourage defensive medical practice or discourage multidisciplinary management of critically ill patients. Such consequences are inconsistent with the fundamental objectives of Indonesia's health law, which place the protection of life and patient safety above administrative considerations (Afiful Jauhani et al., 2022; Kurniansyah & Sara, 2023; Maranantan et al., 2023). Therefore, administrative claim policies should function as instruments that facilitate, rather than impede, the implementation of statutory obligations in emergency care.

Accordingly, harmonization between the BPJS Kesehatan Memorandum of Agreement and Indonesia's health law framework is essential to ensure legal certainty, proportionality, and fairness within the National Health Insurance system. Revising reimbursement policies to align with statutory obligations would not only strengthen legal protection for healthcare providers but also reinforce the primary objective of emergency care, namely the protection of patients' rights, health, and life.

Islamic Law Perspective on Emergency Care

Islamic legal theory provides a comprehensive normative framework for evaluating healthcare policies, particularly those affecting emergency medical services. According to Abu Ishaq al-Shatibi, one of the primary objectives of *maqāṣid al-sharī'ah* is *ḥifẓ al-nafs* (the preservation of human life), which is classified among the essential necessities (*ḍarūriyyāt*) that Islamic law seeks to protect (Asiah, 2017; Billah, 2026; Kurniawan et al., 2025). Consequently, any legal or administrative policy should prioritize the preservation of life above procedural or financial considerations (Anam, 2025; Kurniawan et al., 2025; Qitbiyah et al., 2025).

Building upon this classical framework, Jasser Auda argues that *maqāṣid al-sharī'ah* should be understood through a systems approach that emphasizes the realization of justice, public welfare (*maṣlaḥah*), and the achievement of the objectives of the law rather than mere procedural compliance. Within this perspective, healthcare policies should be assessed according to their ability to protect human life and promote equitable access to emergency medical services (Khodijah & Iffah, 2023; Lathifah et al., 2025).

Similarly, Wahbah al-Zuhaili explains that situations of necessity (*ḍarūrah*) justify exceptional legal measures to safeguard life and are governed by the legal maxim *al-ḍarūrāt tubīḥ al-maḥẓūrāt* (necessities permit prohibited acts). Together with the principles of *maṣlaḥah* and *lā ḍarar wa lā ḍirār* (there should be neither harm nor reciprocal harm), these concepts establish a strong Islamic legal foundation for evaluating healthcare financing policies that may influence the provision of emergency care (Halim, 2023; Huswat et al., 2024; Lathifah et al., 2025; Satria et al., 2023).

The findings also indicate that several provisions of the BPJS Kesehatan Memorandum of Agreement (BAK) raise important concerns when examined from the perspective of Islamic law. In Islamic jurisprudence, healthcare is not merely a commercial service but a public responsibility aimed at preserving human welfare (*maṣlaḥah*) and ensuring equitable access to healthcare for all members of society. Consequently, any administrative policy that may delay or restrict access to emergency medical treatment should be evaluated against the overarching objectives of Islamic law (*maqāṣid al-sharī'ah*) (Al-Quddus & Nisak, 2023; Billah, 2026)

The Qur'an emphasizes the sanctity of human life, stating that saving one life is equivalent to saving all humankind (Qur'an 5:32) (Al-Quddus & Nisak, 2023; Shaputra & Wartadi, 2024). Accordingly, healthcare policies should prioritize the preservation of life above administrative efficiency or financial considerations. Any regulatory framework that discourages or restricts emergency medical intervention may therefore be viewed as inconsistent with the primary objectives of Islamic law (Nur Azizah et al., 2024).

From the perspective of contemporary *fiqh muʿāmalāt*, the National Health Insurance system administered by BPJS Kesehatan is generally considered compatible with Islamic principles because it embodies *taʿāwun* (mutual assistance) and promotes *maṣlaḥah* (public welfare) by improving access to healthcare, particularly for vulnerable populations (Billah, 2026). Nevertheless, its legitimacy depends upon the extent to which it upholds justice, transparency, and equitable distribution of healthcare resources. When reimbursement policies limit financial support for emergency medical services that are legally and ethically required, they may generate greater *mafsadah* (harm) than public benefit. This outcome conflicts with the established Islamic legal

maxim, *darʾ al-mafāsid muqaddam ʿalā jalb al-maṣāliḥ* (preventing harm takes precedence over securing benefits), which requires the prevention of harm to be prioritized over administrative or financial efficiency (Al-Quddus & Nisak, 2023; Nur Azizah et al., 2024).

Islamic law also recognizes the principles of *rukhsah* (legal concession) and *ḥājah* (pressing necessity), which permit exceptions to ordinary legal requirements when necessary to protect human life (Billah, 2026; Nur Azizah et al., 2024). These principles correspond closely with Indonesian health law, which permits emergency medical treatment without prior informed consent when immediate intervention is necessary to save life or prevent permanent disability. The consistency between these legal frameworks reinforces the conclusion that administrative reimbursement policies should support, rather than hinder, the timely provision of emergency care.

Furthermore, the Prophetic principle of *lā ḍarar wa lā ḍirār* ("there should be neither harm nor reciprocal harm") provides an important ethical and legal foundation for evaluating healthcare policies (Al-Quddus & Nisak, 2023; Shaputra & Wartadi, 2024). Policies that indirectly discourage life-saving interventions or create barriers to emergency treatment may expose patients to avoidable harm and therefore conflict with this fundamental principle. From this perspective, healthcare financing mechanisms should facilitate the delivery of emergency services while ensuring that hospitals and healthcare professionals are not placed in situations where financial considerations compromise their legal and ethical obligations.

Accordingly, the findings suggest that harmonization of the BPJS Kesehatan Memorandum of Agreement with both Indonesian health law and the principles of Islamic law is necessary. Administrative policies governing healthcare financing should consistently reflect the objectives of *maqāṣid al-sharīʾah*, particularly the protection of life, the promotion of public welfare, and the prevention of harm. Such harmonization would strengthen legal certainty, enhance justice within the National Health Insurance system, and ensure that the preservation of human life remains the foremost priority in emergency care.

Conclusion

The BPJS Kesehatan Memorandum of Agreement (BAK), as an administrative instrument within Indonesia's National Health Insurance system, serves as a guideline for healthcare claims settlement. However, the present study demonstrates that several of its provisions have significant legal implications for the delivery of emergency care. In particular, the reimbursement restrictions concerning Death on Arrival (DOA) cases and internal specialist consultations have the potential to transform the therapeutic relationship from an inspanningverbintenis (obligation of best efforts) into a resultaatsverbintenis (obligation of results), thereby transferring a disproportionate share of clinical and financial risk to hospitals and healthcare professionals. These provisions also create normative inconsistencies with Indonesia's health law framework, which requires emergency treatment to be provided immediately and without administrative or financial barriers while recognizing patient safety as the primary legal objective.

From the perspective of Islamic law, administrative policies governing healthcare financing should remain consistent with the objectives of maqāṣid al-sharīʾah, particularly ḥifẓ al-nafs (the protection of life), as well as the principles of maṣlaḥah, lā ḍarar wa lā ḍirār (no harm and no reciprocal harm), and darʾ al-mafāsid muqaddam ʿalā jalb al-maṣāliḥ (preventing harm takes precedence over securing benefits). Accordingly, reimbursement policies should not impede life-saving interventions or restrict the provision of emergency medical services that healthcare providers are legally and ethically obliged to perform.

Therefore, harmonization between the BPJS Kesehatan Memorandum of Agreement and Indonesia's health law framework is necessary to ensure legal certainty, justice, and proportionality within the National Health Insurance system. Future revisions of administrative reimbursement policies should reinforce, rather than constrain, the statutory obligations of healthcare providers,

thereby strengthening the protection of patients' rights, supporting healthcare professionals in fulfilling their legal duties, and ensuring that the preservation of human life remains the foremost objective of emergency care.

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