

Abstract

The thesis is focused on infringement of healthcare providers, which might be committed in case of violation of contract appointed duty. Such method is referred to as *non lege artis*. Shall patient enforce his title to compensate bodily harm, *non lege artis* is the primary assumption of provider's civil liability for health damage origin of the patient. This work addresses the introduction of legislation in this matter; in fact both legislation on health care incorporated in the Commercial Code, and also it is in some parts returning to the old legislation contained in the Civil Code, because most of court ruling from this area relate to the provisions of the Civil Code.

The goal of my thesis is to use legal and extralegal analysis, court ruling, foreign literature and practical cases to interpret the concept *lege artis/non lege artis* and concentrate on particular situations, where the healthcare provider uses *non lege artis* method.

Individual *non lege artis* cases were evaluated thank to specification of particular duties of healthcare providers. Regarding the fact that we can view *lege artis/non lege artis* method in dual approach, concretely *lege artis stricto sensu/lege artis largo sensu*, my thesis also dealt with the interpretation of this dual approach. Procedural aspect of this issue was not omitted from the work, where the part of the thesis, that was dedicated to litigation itself and which can arise in case of use of *non lege artis* method of the provider, was especially focused on evidence of such primary assumption of civil liability for bodily harm except for general provision of the action and for material and territorial jurisdiction.

Considering the fact that the concept *lege artis* is not processed by any law, this work gives the benefit of providing complete interpretation of such, for many of us technical and unfamiliar, concept with the help of relevant provisions of Health Service Act and Terms and medical literature.

