



Ankin Law Office LLC

Protecting the Rights of Injured Workers

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Reading The Fine Print at Your Doctor's Office

When you go to the doctor you often have to sign forms including a consent for treatment. These forms usually include [some fine print](#) at the bottom that people do not always read. These forms can be considered to be "documents of adhesion". This means that the services rendered are on their terms, in essence it is a "take-it or leave-it" basis with no opportunity to negotiate.

[Our office](#) is currently involved in a case where a wife signed a consent form at a hospital that contained a [mandatory arbitration](#) clause before her husband was treated. The husband passed away and a lawsuit was filed against the hospital. The hospital claimed that since the consent was signed the wife's claim was subject to mandatory arbitration. [The Illinois Appellate Court](#) held that the claim could proceed in court because it was the wife and not her husband who had signed the consent. If the husband signed the consent, the Court might have ruled the case would need to be resolved in arbitration without a jury trial by jury which could severely impact the outcome. It is extremely important to know what you are signing because some of these documents of adhesion can affect your legal rights.

That fine print can contain a "[Mandatory Arbitration Clause](#)" that means that if you want to file a lawsuit, you will have to subject your claim to [mandatory arbitration](#) and not proceed directly to court. What can you do about it, probably not much because you need the Doctors care. My office is watching this trend in the law and advocating that it is against consumer rights.

By [Admin - LB](#)
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