



CNA HealthPro

FAQs – Inadequate Patient Funds

Q. I just completed a root canal on tooth #30. Unfortunately, the patient now claims I never informed him of the costs associated with the build-up and crown and that he cannot afford to continue with treatment. He said that if he knew it would cost this much, he would have had the tooth extracted. What should I do to avoid a problem going forward?

A. A number of risk management issues are brought to light with this patient. Before addressing the problem as it exists, let's discuss how the problem may have been avoided.

Before performing the root canal on #30, you had the obligation to obtain the patient's informed consent for treatment. During your informed consent discussion, you had the duty to inform the patient of any reasonable treatment alternatives. Optimally, you informed the patient that he could have the tooth extracted as an alternative to RCT, and that he had the option of having a specialist perform the treatment, whether it was the RCT by an endodontist or the extraction by an oral surgeon.

We recommend that the larger treatment plan options and the costs of each treatment option be included in the discussion at this point in time – before any treatment has begun. That is, to inform the patient of the clinical need for the root canal *plus* any crown lengthening that may be necessary *plus* the buildup *plus* the crown, and the aggregate fee estimate for this treatment sequence. Alternatively, the patient could choose the extraction treatment route, which would entail the extraction *plus* placing an implant *plus* placing a crown on the implant, or perhaps the extraction *plus* a fixed bridge instead. In either case, the patient should be told the total fee estimate for the extraction *plus* the implant *plus* the crown, or the extraction *plus* the bridge.

It is only fair that the patient be given the big picture of each treatment option and the corresponding fees in order to make the most informed decision possible. Of course, the benefits and risks of each treatment sequence should be discussed as well. The documentation of this discussion is one of the rare occasions when it would be appropriate to put fee information in the patient's progress note in the context of having informed the patient of the costs of each treatment sequence option. An informed consent form specific to the treatment of choice is recommended as well. If the patient was aware of the cost of the root canal but never informed of the need for or the cost of the restorative treatment, he could not make a truly informed decision whether to extract or keep the tooth.

Let us assume an informed consent discussion had occurred that included the treatment options as well as the fees, and that the patient completed the root canal. If he subsequently chooses to not continue with the restorative work, that's his option. He has made an informed decision. You must then inform him of the risks of not restoring the tooth: that the endo can fail if a coronal seal is not provided, and that the tooth can fracture or decay, any of which might make the tooth nonrestorable and require its extraction.

Now we return to the present. There has been no prior discussion of buildup and crown fees, and the patient believes he's been misled down a treatment path, perceiving the greedy dentist surprised him with additional fees. Minimally, it would be prudent to stabilize and/or protect the tooth in a reasonable fashion. You don't want the endo to fail or the tooth to fracture. Discuss with the patient the need to, at least, place a bonded material, which can provide a seal over the endodontic fill and some adhesive retention to the remainder of the tooth. It's not ideal as a long-term treatment solution, but it does address some of the risks of doing nothing.

Clearly, the subject of fees must be discussed. You may opt to discount your fee in light of the patient's assertion that he was not properly informed of the restorative treatment fees prior to agreeing to have the root canal performed. Hopefully, it's not a discussion that will be repeated in the future.

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