



CNA HealthPro

FAQs – Refund Requests

Q: A patient recently requested a refund of fees for a crown I placed two months ago on tooth #7. Although the crown looks great to me, with closed margins and very natural esthetics, I'm inclined to comply with her request just to appease her and get the issue past me. If I go ahead and give her the refund, am I in some way admitting wrongdoing or negligence?

A: Many dentists are reluctant to entertain a patient's request for a refund of fees because they believe the refund would be tantamount to an admission of liability. So long as you make no admission of wrongdoing, it can be argued that the refund is based solely on your business decision to mollify the dissatisfaction of an unhappy patient. Therefore, the refund alone is not a tacit admission of wrongdoing.

While you have chosen to refund the fee, some dentists would not. In many instances, a refusal to refund fees may result in a malpractice claim against the dentist as an alternate avenue for the patient to obtain a refund. The dentist must weigh the value of the refund against the risk of a claim and its potential to disrupt the practice.

It is preferable to have the patient sign a release of claims document in exchange for any refund. A release of claims will generally preclude the patient from being able to subsequently pursue legal action against the dentist for the treatment specified in the document.

However, it is important to note that some patients refuse to sign such a release, opting to escalate the dispute into a dental board complaint or malpractice allegation. These patients choose to preserve their right to assert a legal claim in lieu of an expeditious receipt of a refund. Due to the potential to strengthen the patient's resolve, it is sometimes advisable to omit the release form and simply comply with the refund request. This course of action may appease the patient and circumvent legal action. Only the dentist can make this determination, based on his or her assessment of the patient, the treatment, its outcome, and the appetite for risk.

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