

Dental treatment for replacement crowns (13HDC00203, 11 June 2014)

Dentist ~ Crowns ~ Communication ~ Professional standards ~ Rights 4(1), 4(2), 6(2), 7(1)

Over a period of four months, a dentist provided treatment to a man for the purpose of replacing the man's existing crowns. Prior to treatment from the dentist, the man's teeth were in poor condition. At the initial consultation, the dentist recorded in the clinical notes a treatment plan that included insertion of temporary Lava crowns, fitting of dentures, and replacement of the temporary Lava crowns with permanent Emax crowns.

At the end of the appointment, the dentist provided the man with a written treatment plan which briefly outlined various dental treatments for the man over five appointments. This plan did not state that the Lava crowns were temporary, and it did not refer to Emax crowns. In contrast, the man understood that the Lava crowns would be permanent and left the initial appointment believing that his existing crowns would be replaced the following day.

The following day, the dentist inserted temporary Protemp crowns rather than Lava crowns because the man wanted his current crowns removed immediately, and the dentist was not able to provide Lava crowns immediately. Prior to the appointment, the man was not aware that he would be receiving temporary crowns. However, on placement of the Protemp crowns, the man understood that they were temporary. The Protemp crowns were not mentioned in the written treatment plan provided to the man.

Approximately three weeks later at the man's third appointment, the dentist replaced the temporary Protemp crowns with Lava crowns. The man continued to believe that the Lava crowns were permanent. The man found the Lava crowns to be "painful". On three further occasions the man attended appointments with the dentist for adjustments to his Lava crowns. Treatment was discontinued before permanent Emax crowns were inserted. The man subsequently sought treatment elsewhere.

It was held that the dentist's treatment plan for the man was inadequate and that the overall standard of care provided by the dentist to the man was poor. Accordingly, the dentist breached Right 4(1). In addition, the dentist failed to provide information to the man that a reasonable consumer in his circumstances would need to make an informed choice with regard to his treatment plan, in breach of Right 6(2). Consequently, the man was unable to make informed choices about his treatment. Accordingly, the dentist breached Right 7(1).

It was also found that the dentist's standard of documentation was poor. The dentist therefore failed to comply with relevant professional standards and breached Right 4(2).

It was found that the dental practice was vicariously liable for the dentist's breaches by failing to ensure that the dentist provided services with reasonable care and skill. The practice therefore breached Right 4(1).