



HI!

DO YOU HAVE INSURANCE?

INITIAL EXCHANGES WITH CLIENTS at the dentist's office can be quite revealing – reflecting both the dentist's priorities and how much he or she values the clients. It doesn't take much for a practice to veer off-course in terms of ethics and patients' rights. Consent to care and agreement to pay fees remain cornerstones of the dentist-patient relationship.

Setting fees and making sure clients are told how much it will cost before treatment begins are essential factors in the patient's decision-making process. Dentists need to provide the most precise information possible and leave the final decision up to the patient.

Under the *Code of Ethics of Dentists*, there is some flexibility in the obligation to notify patients of costs in case of unforeseeable events (3.08.04, "approximate cost"). However, patients must also be informed about the type and likelihood of potential risks and their possible consequences.

Patients are certainly entitled to receive a written statement of the suggested treatment plan and estimated costs. The same obligation applies to billing and payment of fees. Clients must be given a bill that is easy to understand, with a printed copy and an official receipt.

“With or without insurance, clients must be given full information on the suggested treatment, the treatment provided and the costs – estimated, claimed and paid.”

3.08.03 A dentist shall provide his patient with the explanations necessary to the understanding of his fees and of the terms and conditions of payment and, upon request, a detailed statement of his fees.

The same logic prevails for patients who are covered by a dental insurance plan. No matter whose name is on the treatment plan or who pays the premiums, the client who has insurance is the beneficiary, and it is completely up to the client how the plan is used. Insurance is part of the

information the client considers when deciding whether to accept or reject a treatment. Ultimately, the client has total responsibility for claims submitted to the insurer, whether by the client or by the dentist.

So the dentist has an obligation to give clients who have insurance all the relevant details on fees and the required information on payments that may be assigned to the dentist under the terms of a joint agreement.

The dentist must inform clients of amounts to be claimed from the insurer on their behalf. Clearly, a relationship of trust exists between the client, the insurer and the dentist. On the other hand, the client may be required, on request, to confirm to the insurer that the figures submitted by the dentist are correct, and even to produce proof that the treatment was performed as described.

Codes for dental procedures are a "language" used to facilitate the processing of claims. Although they are part of the relationship between dentist and insurer, codes do not give clients any relevant or useful information about the actual treatments.

If there is an assignment of benefits to the dentist, the insured patient is entitled to receive information in writing on the fees claimed, the amounts paid by the insurer and the amounts the client will be asked to pay.

If there is no assignment to the dentist, the insured client will be given a form to submit to the insurer to request reimbursement of fees. This form, signed by the dentist, certifies the accuracy of the information.

The insurer's only right of review for the fees claimed is the right to confirm what services were provided and what fees were charged for those services. These rights arise from the permission the client gives the dentist and the dentist's signature confirming the treatment plan or the provision of treatment. The dentist is then authorized to provide details on the various pieces of information filled in on the claim form.

It is the patient's responsibility to check that the suggested treatments are covered, since he or she is ultimately responsible for the payment of fees. The dentist is expected and understood to co-operate with this procedure to reduce the risk of unpleasant surprises and misunderstandings for the client. On the other hand, it is preferable to keep a safe distance and behave the same way with every client, in other words setting aside any considerations of insurance coverage, as one would set aside considerations of salary or income.

The three-way relationship created by the existence of an insured treatment plan in no way changes the

relationship between dentist and client. The dentist has important ethical obligations in terms of information and consent, regardless of insurance coverage and how services are paid for. The insured client naturally also has contractual obligations to the dentist, quite apart from his or her insurance coverage, in particular the payment of fees set before the start of treatment. The client must make sure that he or she is able to pay before accepting the treatment contract.

The assignment of benefits should not affect the bond between dentist and patient. This is a means of payment that the client decides to use and the dentist can either accept or reject. In the event of an assignment, the patient is still entitled to be informed of the fees claimed by the dentist and the amount paid by the insurer.

In certain situations, unfortunately, appearances may create the impression that both the dentist and the patient are beneficiaries of the insurance plan and the insurer is a full-fledged participant in decision-making.

There is quite a gap between co-operation, which enables the patient to benefit from having insurance to get treatment, and having the dentist take charge of the plan and all communications.

A dentist who decides to act as intermediary between the patient and the insurer is intervening in a domain where he does not belong. This role entails responsibilities outside the dentist's real mandate, which is to advise the patient and provide services. There are risks involved in skirting clients' responsibilities for their own insurance plans.

Interpreting insurance coverage is certainly not the province of the dentist or the dentist's staff, any more than the treatment plan should be based on the client's insurance coverage. The insurer is responsible for providing the relevant information to clients when the dentist's treatment plan is presented. Documents must be clear and detailed, with no margin for misunderstanding.

The basic obligations that shape the dentist-patient relationship must not be changed in any way by the existence of a dental insurance plan. A dentist who has good relationships with clients will agree to co-operate to facilitate client-insurer communications, but it would be unwise to take on a wider role.

With or without insurance, clients must be given full information on the suggested treatment, the treatment provided and the costs – estimated, claimed and paid. The dentist-patient relationship must be protected when it comes to both fees and treatment, and not influenced in any way that could distort the proper balance. ●