



### YOUR ORTHODONTIC TREATMENT

Informed consent information for: \_\_\_\_\_

Orthodontics is a treatment procedure that can provide better overall dental health and comfort, improved appearance, and enhanced self-esteem. As a rule, positive orthodontic results can be achieved by informed and cooperative patients. Therefore, the following information is routinely supplied to anyone considering orthodontic treatment at our practice. While recognising the benefits of a pleasing smile and healthy teeth, you should also be aware that orthodontic treatment, like other forms of clinical treatment, has limitations and potential risks. These are seldom enough to avoid treatment, but should be considered in making decisions to undergo orthodontic treatment. Please ask any questions that you may have about this information.

#### **Nature and purpose of treatment:**

Orthodontic treatment improves the bite by helping to direct the forces placed on teeth, thus protecting them from trauma during ordinary everyday activities such as chewing and grinding the teeth. Orthodontic treatment distributes the chewing stress throughout the mouth to minimise excessive stress on the bones, roots, gum tissue and temporomandibular joints. Through orthodontic treatment potential dental problems may be eliminated, including the problem of abnormal wear. Treatment can facilitate good oral hygiene to minimise decay and future periodontal problems. Orthodontic treatment can also provide a pleasant smile and enhance one's appearance and self-image.

#### **Risks**

All forms of medical and dental treatment, including orthodontics, have some risk and limitations. Fortunately, in orthodontic treatment complications are infrequent and, when they do occur, they are usually of minor consequence. Nevertheless, they should be considered when making the decision to undergo orthodontic treatment. The major risks involved in orthodontic treatment may include:

1. Decalcification (permanent marking), decay, or gum disease if patients do not brush their teeth properly during the treatment. Excellent oral hygiene and plaque control is a must. Sugary foods and between-meal snacks should be avoided.
2. Smoking or chewing tobacco has been shown to increase the risk of gum disease and interferes with the healing after oral surgery. Tobacco users are also more prone to oral cancer, gum recession and delayed tooth movement during orthodontic treatment.
3. Teeth have a tendency to rebound to their original positions after orthodontic treatment. This is called relapse. In addition, teeth have a tendency to change their positions after treatment. This is usually only a minor change, and faithfully wearing your retainers generally reduces this tendency. Throughout life, the bite can change adversely from various causes, such as growth, eruption of wisdom teeth, or oral hygiene habits. After removing your braces, you will be provided with retainers to stabilise the result. Full co-operation in wearing these retainers is important. Discontinued retention can possibly result in some relapse. Therefore, we generally recommend that the retainers be worn every night of the week to preserve the orthodontic correction.
4. You can expect minimal imperfections in the way your teeth meet following the end of treatment. An occlusal equilibration procedure may be necessary, which is a grinding method used to fine-tune the occlusion.
5. Inflammation of the gums and loss of supporting bone can occur if bacterial plaque is not removed daily with good oral hygiene. If the health of the bone and gums is affected during orthodontic treatment, periodontal treatment may be needed.
6. In some cases, the root ends of the teeth are shortened during treatment. This is called root resorption. Root resorption also occurs in patients who do not undergo orthodontic treatment, and may also be caused by trauma, impaction, hormonal imbalances and other unidentified reasons. Usually the resorption does not have any significant consequences to the patient's long-term dental health, but gum disease in later life could reduce the longevity of the affected teeth.
7. A tooth that has been traumatised from a deep filling, or even a previous accident, may have suffered nerve damage. These teeth can die over a long period of time, with or without orthodontic treatment. An undetected non-vital tooth may flare up during orthodontic treatment, requiring root canal treatment.
8. A significant portion of the population has problems with the joints of the lower jaw, the temporomandibular joints. Some of the common symptoms of these problems are popping in the joints, pain in the joints or surrounding structures in the head and neck, and headaches. These problems may occur with or without orthodontic treatment. They can originate from several different causes, and it is possible that the problem may become evident during orthodontic treatment. Any of these symptoms should be reported to your orthodontist immediately.
9. Sometimes orthodontic appliances may irritate or damage the oral tissues. The gums, cheeks and lips may be scratched or irritated by loose or broken appliances, or by blows to the mouth. You should inform us of any unusual symptoms, or broken or loose appliances, as soon as possible.
10. Headgear instructions must be followed carefully. If handled improperly, a headgear may cause injury to the face or eyes. Patients are warned not to wear a headgear while involved in sports activity or horseplay. Although our headgears are equipped with a safety system, we urge caution at all times.

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11. Your treatment may include the use of a temporary anchorage devise(s) (i.e. metal screw attached to the bone). There are specific risks associated with these devices. It is possible that the screw(s) could become loose, break or cause the tissue around the devise to become infected. This would require the device's removal or replacement. Local anaesthetic may be used when these devices are inserted or removed.
12. Sometimes oral surgery, such as tooth removal or orthogenetic surgery is necessary in conjunction with orthodontic treatment, especially to correct crowding or severe jaw imbalances. Risks involved with surgery and anaesthesia should be discussed with your general dentist or oral surgeon before making a decision to proceed with any surgical treatment.
13. Atypical formation of teeth or disproportionate growth of the jaws during or after treatment can cause the bite to change, requiring additional treatment and, in some cases, oral surgery. Growth disharmony and unusual tooth formations are biological processes beyond the orthodontist's control. Unusual growth changes that occur after active orthodontic treatment may alter the quality of treatment results.
14. The total time required to complete treatment may exceed the original estimate. Excessive or deficient bone growth, poor co-operation in wearing elastics and removable appliances, poor oral hygiene, broken appliances and missed appointments can lengthen the treatment time and affect the quality of the treatment results.
15. In the case of patients and their parents requesting that treatment be terminated, no responsibility will be accepted by the orthodontist for possible later instability of the patient's teeth or any other damage.
16. Due to the wide variation in the size and shape of teeth, achieving the ideal result may sometimes require restorative dental treatment. The most common types of treatment are cosmetic bonding, veneers, crowns and bridges. You are encouraged to ask questions regarding dental and medical care adjunctive to orthodontic treatment from the doctors who provide these services.
17. Occasionally, patients could be allergic to some of the component materials of the orthodontic appliances. This may require a change in the treatment plan or discontinuation of the treatment prior to completion.
18. General medical problems can affect the orthodontic treatment. You should keep us informed of any changes in your medical health. Orthodontic treatment does not take the place of regular check-ups. You will be expected to continue seeing your family dentist for regular six-monthly check-ups and routine care, unless you have been specifically advised that you need to be seen more frequently.
19. Phase I 'interceptive treatment' is specifically intended to correct harmful conditions, or to allow growth management that will simplify subsequent treatment. If you have been advised that Phase I treatment is needed for your child, it does not usually eliminate the need for braces after the permanent teeth have erupted, and is almost always followed by Phase II treatment with fixed braces.

In addition to the above information, the following conditions are specific to your treatment, and have been discussed with you during the consultation:

- The TMJ findings were discussed with you. If any TMJ symptoms develop during or following the orthodontic treatment, further evaluation or treatment may be required.
20. Please note that if any procedure impressions are taken, i.e. mouth guards, retainers, removable appliances, functional or fixed appliances, it is your sole responsibility to book an appointment that is no later than 10 days from the date the impression was taken to place the required appliance. Additional laboratory cost may be incurred if you fail to do so.
  21. We will not be held liable for any damage to, or loss of, dental restorations, crown and bridge work, implants or prosthesis, either during or after orthodontic treatment, or while the clinician is debanding.
  22. As our practice is registered as a **specialist** practice – your medical aid will not reimburse **basic** dentistry codes or procedures such as prophylaxis (oral hygiene sessions / teeth cleaning), laser or TAD treatments, or building-up any teeth. We offer these services to our patients at a reduced fee. You will therefore be liable for a full upfront payment for these services and will possibly forfeit any refund from your medical aid.

**Possible alternatives**

For the vast majority of patients, orthodontic treatment is an elective procedure. One possible alternative to orthodontic treatment is no treatment at all. You could choose to accept your present condition and decide to live without orthodontic correction or improvement. Any specific alternatives to the orthodontic treatment have been discussed with you.

**Acknowledgement of informed consent**

I hereby acknowledge that the major treatment considerations and potential risks of orthodontic treatment have been presented to me. I have read and understand this form, and also understand that there may be other problems that occur less frequently and are less severe. Dr E. Ghabrial and his staff have presented information about the recommended orthodontic treatment and the information contained in this form. I also give my permission for the use of orthodontic records, including x-rays and photographs taken during the course of treatment, for the purposes of professional consultations, research, education, or publication in professional journals.

I hereby give consent to the doctors and staff of Dr E. Ghabrial to provide orthodontic treatment for \_\_\_\_\_

Date \_\_\_\_\_

Initial:

**APPOINTMENT TIMES**

Since time during our afternoons is limited, each patient can only have a share of our late afternoon appointments. It is therefore inevitable that some appointments will take place during the school day. Certain procedures, including the preliminary investigations and fitting and removing braces, can only be performed during school hours. Broken or loose appliances will only be repaired during our emergency time slot, which starts at 13:30. Should a patient miss a monthly appointment, the appointment will necessarily be moved to a morning or emergency time slot. **The last appointment on our schedule must be present before their appointment time. We will not be able to help them if they are not on time for their appointment. It is the patient’s and parent’s responsibility to remember the appointment time and date; our sms is only a courtesy reminder.**

**FEES**

Upon signing this consent, you agree to the treatment as well as the cost of the treatment submitted to you in the cost report, thus entering into a contract with the practice (Locatio conductio operarum). Non-payment of the fees as per our arrangement is a breach of this contract. This would entitle the orthodontist to cease treatment until an effort is made to address the outstanding balance. It is incumbent upon the patient to attend regular check-ups during this period. The length of active treatment and the length of the payment plan are two separate entitles. The fee charged is for completing treatment. Should treatment be completed before the conclusion of the payment plan, the balance will still be owed according to the payment plan. **In the case of an orthodontic treatment transfer or termination (for unanticipated reasons), the practice will partake in a settlement agreement with the account holder. The settlement agreement is as follows:**

- 30% of the total treatment cost
- Up to date payment of the current monthly instalment

**The account holder will be liable for the above mentioned, within a period of 30 days from transfer or termination request.**

On request, a mouth guard could be made by our laboratory; however, the cost involved will not be paid by any medical aid. If a patient requests that a part of their appliances be removed for a special occasion (e.g. matric farewell, wedding, etc.) an extra fee will be charged.

**PARTICULARS OF PAYMENT AGREEMENT**

Having designed a treatment plan, your orthodontist will discuss financial arrangements. It is important for you to understand your obligations in this regard.

**1. PARTICULARS OF THE PATIENT**

You are responsible for keeping your orthodontist informed at all times of your most recent home, work and postal addresses, as well as home and work telephone numbers. This responsibility will only be revoked after the account for the payment of your orthodontic treatment has been fully settled.

**2. THE PATIENT WITH A MEDICAL AID SCHEME**

- 2.1 You, as a member of a medical aid scheme, are responsible for establishing the following:
  - a. The content and provisions of the applicable scales of benefit, as determined by your medical aid, to pay for your orthodontic treatment.
  - b. The limits determined for these scales.
  - c. The present standing of each benefit scale under which you may claim.
  - d. The amount payable by you as a co-payment (if any) when the account is settled.
- 2.2 You are entitled to request from your orthodontist a written confirmation of the costs of any orthodontic examination and treatment before they are performed.
- 2.3 Every orthodontic procedure performed and/or service rendered by your orthodontist rests on the assumption that you are fully aware of the information referred to in paragraph 2.1 above. Notwithstanding any inquiry by you, your orthodontist will not be bound by any oral estimation of costs that are likely to be paid by the medical aid.
- 2.4 You remain responsible for the full and final settlement of the account, irrespective of any membership to a medical aid.

**3. PATIENT WITHOUT A MEDICAL AID SCHEME**

- 3.1 You are entitled to request from your orthodontist a written confirmation of the costs involved before any orthodontic examination or treatment is performed.
- 3.2 Private patients need to settle account immediately.

**4. SOCIAL MEDIA & ADVERTISING**

You, the patient or parent hereby grant permission for PretoriaSmile to use photos taken pre-, post-, or during treatment for our social media and website platforms. You will be notified verbally before we do so.

**5. FORWARDING THE ACCOUNT, TRACING THE PATIENT AND COLLECTION ON THE ACCOUNT**

5.1 Your orthodontist clinic is discharged from any legal obligation and/or responsibility to ensure that the account will reach your medical aid; or to inquire whether the account did in fact reach your medical aid each month.

**It is the patient’s/main member’s responsibility to ensure that the monthly payment is charged and that the medical aid settles the account within 60 days. If any details change (e.g. medical aid and/or personal details) it is your responsibility to confirm with the medical aid that it has been changed.**

5.2 When your orthodontist is required to send the account directly to you, the responsibility lies with you to inquire about the account from your orthodontist should you not have received it within 5 (five) weeks after the final consultation. Any defence that you did not receive the account is hereby revoked.

5.3 When your orthodontist has to forward the account directly to your medical aid, you are responsible for inquiring, and obtaining information, from the medical aid that payment will be made to the practice within 60 (sixty) days. If not, paragraph 2.4 (see above) will be enforced.

5.4 If you have furnished false or incorrect particulars to your orthodontist, or if such particulars are no longer correct, and you have not settled the account fully and finally, your orthodontist may instruct an agent to trace you. Any costs related to the tracing are fully recoverable from you.

5.5 In the case of non-payment or where you have exceeded the periods as stipulated in paragraphs 2.4 and 3.2 above (as applicable), your orthodontist reserves the right to immediately refer the matter for collection, without a final request or warning to you. For the purposes of collection of any amount owed by you to your orthodontist, you agree to the jurisdiction of our local magistrate’s court. You are fully liable for any costs reasonably incurred, calculated on an attorney-and-client basis, including collection commission.

5.6 Interest is payable on the account if it is not paid within the periods stipulated in paragraphs 2.4 and 3.2 above (as applicable). Interest is raised from the first day following the aforementioned periods, and is calculated at the same rate as the interest charged on your orthodontist’s overdraft bank account.

5.7 Retainer: it is the patient’s responsibility to attend the appointment that falls in the period 7 (seven) days after the debanding appointment, to fit the retainers. The Practice is discharged from any responsibility if any form of retainer does not fit when it is placed after the recommended period. The patient will be responsible for the total cost of replacing the retainers and correcting the position of the teeth if they have moved. The fixed retainer can be damaged or loosened by improperly biting and/or cleaning teeth. The practice will replace the fixed retainer without extra charges if that happens within the first 7 (seven) days of placing it. Thereafter, replacements will incur charges.

**6. TRANSFER CASES**

Sometimes the treatment of a patient has to be continued by another practitioner due to the patient’s relocation. Since payment for orthodontic treatment is made monthly as the treatment progresses, the fees incurred until the month in which the last visit to our practice was made are payable. The orthodontist who agrees to continue with the patient’s treatment may wish to re-evaluate the case and may elect to change the type of braces that we fit. A separate financial arrangement will have to be discussed with the new orthodontist for the continuation of treatment. The original x-rays, models, etc. will only forwarded to the new orthodontist after the outstanding balance has been paid in full.

The aforementioned conditions are likewise binding on (i) you, the patient who is a major and (ii) you, the patient who is a minor (even if the patient’s natural parent or legal guardian is absent). Where another person undertakes to pay the account for orthodontic procedures to be performed and/or services rendered to a person, the signatory warrants that they have the authority to contract on behalf of the patient as the patient’s agent in all respects, including the authority to waive the patient’s rights as set out in this contract. The signatory indemnities the practice for any damage that the signatory may suffer from a breach of this warranty of authority.

In case of a dispute occurring, both parties agree to seek resolution only from the ombudsman of the SADA.

**I hereby acknowledge that I have read the conditions of the particulars of the payment agreement, and that I fully understand their meaning and accept the same.**

**Initial :**

# The orthodontic treatment financial plan

To assist you and your medical aid, the orthodontic payment is set out as follows:

- An initial fee on the day of the banding.
- The balance of the amount is divided equally in monthly instalments with 0% interest
- The number of visits does not correlate to the monthly instalments, as you pay for the full treatment and not for every time that the patient visits the clinic.
- Monthly debits are claimed on the 1st week of every month. Please check that these are going through on your account.

## Appointments:

- Please make your appointment at the reception, as indicated to you by Dr Ghabrial or the Oral Hygienist. We usually request our patients to see us every four to six weeks. If you have not seen us in this time, please contact our offices immediately to avoid confusion.
- It is your responsibility to remember your appointment. To avoid a cancellation fee, appointments need to be cancelled seven working days in advance.
- It is your responsibility to make appointments as well as to remember them. If you miss or cancel an appointment, we encourage you to book one at your earliest convenience so that your treatment is not delayed.

## Payments

- It is your responsibility to make sure that the debit order is paid and that the medical aid settles their account on time.
- Although it is sometimes only necessary for a patient to visit the clinic every four-five weeks for observation and treatment, the instalment is still debited every month, as you pay for the treatment and not for every visit.
- Infection control is charged per visit and is not included in the quotation.
- Although you are quoted for the treatment, if the treatment takes longer than the period quoted an extended financial treatment plan will be issued. The extended amount and any amount outstanding on initial plan need to be paid in full prior to proceeding with the extended plan. If you do not want to continue with the extended treatment, a release form will need to be signed before removing the braces and after settling any outstanding account.
- Sometimes the treatment is such that the braces can be removed earlier than the estimated date. Please remember that even though the braces have been removed, the treatment must still be paid for in full.

## Extra costs

- Retention is an important step in orthodontic treatment. We take an impression of the teeth and our laboratory will make an appliance called a retainer, which is designed to hold the teeth in their correct position until bones and gums adapt to the changes.
- The retention cost is not included in the payment plan and will be charged with the laboratory costs at the end of treatment and before removing the braces.
- Other costs not included in the financial plan and for which you will be charged extra:
  - All laboratory cost incurred during treatment (patient liable)
  - General dentistry or oral hygiene treatment
  - The cost of replacing x-rays or an appliance that has been damaged or lost.
  - Other specialist consultation or treatment.
- Method of payment is via bank transfer, debit/credit card or cash. No cheques will be accepted.

## Finalising your account

- If you ask us to remove your braces before finishing the treatment, the following will apply:
  - You must settle all accounts for which you are liable.
  - You must read and sign Dr E Ghabrial's release from liability form.
  - You must pay in advance for removing the braces and the laboratory costs for the retainers.
- Transfer records will be provided to you on the written request of an orthodontist when your account is settled in full.
- Any records requested by your medical aid will be provided to you to forward to your medical aid.

**BY SIGNING THIS CONSENT FORM (PAGES 1 – 4), YOU AUTHORISE DR E GHABRIAL'S PRACTICE TO PERFORM THE ORTHODONTIC TREATMENT ACCORDING TO THE NECESSITY OF THE ORTHODONTIC TREATMENT PLAN AND WITHOUT THE NEED FOR ANY FURTHER AUTHORISATION OR CONSENT.**

**I hereby acknowledge that I have read the above and fully understand the orthodontic consent, treatment and financial plan**

**Patient's Name:**

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**Patient's Signature:**

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**Parent's Name (if required):**

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**Parent's Signature:**

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**Date:.....**

**Main Member:.....**

**Date:.....**

**Sign:.....**