

## London v J

Out of Court Settlement:	13 October 2015
Damages:	£4,500
Dental Condition:	Orthodontic
Defendant Representatives:	Dental Defence Union
Reference:	lawdent.com

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**The Claimant, an 18 year old man, received £4,500 in respect of the wrongful extraction of the UL2.**

The Claimant attended the Defendant on 12 November 2013 for an examination. It was noted that the ULC was retained.

The Claimant attended an Orthodontist on 10 February 2012 following referral from the Defendant and a treatment plan to extract the ULC and to provide fixed upper and lower appliances was formulated. A letter was written to the Defendant requesting extraction of ULC.

The Claimant attended the Defendant on 6 March 2014 and it was recorded that ULC was extracted.

The Claimant attended the Orthodontist on 20 March 2014 in order to commence orthodontic treatment and it was noted that the Defendant had extracted UL2 rather than ULC.

The Claimant returned to the Orthodontist on 31 March 2014 to discuss options following the extraction of UL2. It was noted that the Claimant had the following treatment options:

1. Keep ULC which was not advisable as the tooth may fall out.
2. Extract ULC, close the space and disguise UL3 as an UL2.
3. Maintain space and place a partial denture, bridge or implant.

The Claimant chose to undergo extraction of ULC, close the space and disguise the UL3 as UL2.

The Claimant commenced orthodontic treatment on 3 April 2014.

The Claimant attended a new General Dentist on 12 August 2014 when he underwent extraction of the ULC.

The Claimant's Orthodontist subsequently advised that as a result of extraction of UL2 the orthodontic treatment was likely to last approximately a year longer and that a veneer is likely to be required at UL3 to disguise it as an incisor tooth.

### **Allegations of negligence:**

It was alleged that the Defendant:

1. Failed to use reasonable skill and care in assessment, diagnosis and treatment planning in that there was a failure to identify that the UL2 was being extracted in error of the ULC.
2. A failure to obtain the Claimant's valid consent to extraction of UL2.

In relation to causation, the Claimant argued that had reasonable skill and care been exercised in extracting the ULC then he would have avoided the loss of UL2.

**Liability:** No formal admissions or denial (it was disputed that a veneer was required at UL3).

**Injuries:** The Claimant has suffered the avoidable loss of UL2.

**Effects:** The Claimant will face prolonged orthodontic treatment as a result of the extraction of UL2 and will require veneer placement at UL3 to disguise the tooth as an incisor.

**Out of Court Settlement:** Four thousand five hundred pounds (£4,500)

**Breakdown of General Damages:** £3,500 for loss of UL2 and prolonged orthodontic treatment.

**Background to Special Damages:** £1,000 towards veneer placement at UL2 and miscellaneous costs.

The Dental Law Partnership representing the Claimant, The Dental Defence Union for the Defendant.

This case report was provided courtesy of Jenny Wood, Senior Solicitor with The Dental Law Partnership.