

Addressing Financial Risks in Patient Consent Process

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Dr K's patient was a self employed tradesman who had a consultation in relation to a hernia repair. The private insurance arrangement for this patient only extended to cover a four day hospital stay and this was known and had been discussed. The patient elected to proceed with the surgery.



The procedure took place and regrettably the patient sustained a perforation which necessitated several days in the intensive care unit (ICU) and an additional 10 days in the hospital. The patient incurred significant further out of pocket medical expenses and hospitalisation costs (as well as unexpected loss of income from his own business).

It was these additional incurred costs that instigated a claim against Dr K.

It was alleged that the risks of an adverse outcome and consequences thereof (including additional financial factors) had not been considered and not been discussed pre-operatively. That is, there was a failure to warn of the financial risks. The case was not based on any allegation of negligence in treatment.

Dr K admitted that he did not discuss any of the complications that could arise in the context of what he regarded as a relatively straight forward procedure. He certainly had not discussed the possibility and financial consequences for an extended stay in hospital for this otherwise, non insured, self employed patient.

It was determined that he was not likely to be able to defend the allegation of failure of informed consent and the claim was compromised for a relatively modest amount of the additional costs incurred.

Potential financial consequences of a procedure subsequent to complications may need to be discussed with your patient where coverage and ability to fund may be an issue.
