

## SCHEDULE 1

### TERMS OF SERVICE FOR DENTISTS

#### PART III

#### OCCASIONAL TREATMENT

##### **Occasional treatment**

**18.**—(1) Whether or not a patient has entered into a continuing care arrangement or capitation arrangement with a contractor, another contractor who is not acting on behalf of that contractor may provide items listed in sub-paragraph (2) as occasional treatment.

(2) For the purposes of sub-paragraph (1) the listed items are—

- (a) assessment of, and the giving of advice to, a patient;
- (b) the issuing of a prescription except in connection with the items of treatment specified in paragraphs (e), (h) and (i) below;
- (c) a radiological examination and radiographic report except in connection with the items of treatment specified in paragraph (i) below;
- (d) the dressing of deciduous or permanent teeth and other palliative treatment;
- (e) the repair and refixing of inlays, crowns and bridges, including, where immediately necessary, the provision of temporary crowns;
- (f) the extraction of deciduous or permanent teeth;
- (g) the provision of post-operative care;
- (h) the provision of sedation;
- (i) the replacement, repair or alterations of dentures or other dental appliances;
- (j) urgent treatment for acute conditions of the gingivae or oral mucosa, including treatment for pericoronitis or for ulcers and herpetic lesions, and any necessary oral hygiene instruction in connection with such treatment;
- (k) any treatment immediately necessary as a result of trauma;
- (l) domiciliary visits and recalled attendance;
- (m) conservative treatment of permanent or retained deciduous teeth by way of filling or root fillings; and
- (n) in respect of patients aged under 18, conservative treatment of no more than 2 deciduous teeth.

(3) Where the contractor, due to any cause beyond the control of the contractor is unable to complete a course of occasional treatment, the contractor shall forthwith notify the SDPB in writing of the extent of the occasional treatment provided and the reason the contractor is unable to complete the remainder of the treatment.

(4) Subject to sub-paragraphs (5) and (6), where a contractor has provided conservative treatment by way of any filling or root filling in accordance with sub-paragraph (2)(m), the contractor shall repair or replace the filling in question at no charge to the patient.

(5) A contractor shall not be under an obligation to repair or replace any filling under sub-paragraph (2)(m) where—

- (a) within 12 months after the date on which the filling was provided—

**Status:** This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

- (i) a dentist has provided private treatment; or
  - (ii) another contractor has provided occasional treatment otherwise than of a temporary nature,  
on the tooth in respect of which the filling was provided;
  - (b) the dentist who carried out the treatment advised the patient at the time of the filling and indicated on the patient record—
    - (i) that the filling was intended to be temporary in nature; or
    - (ii) that in the dentist's opinion a different form of filling was more appropriate but, notwithstanding that advice, the patient insisted on the filling which was provided;
  - (c) in the dentist's opinion, the condition of the tooth in respect of which the filling was provided is such that the filling cannot satisfactorily be repaired or replaced and different treatment is now required; or
  - (d) the repair or replacement is required as a result of trauma.
- (6) The obligation to repair or replace any filling under sub-paragraph (2)(m) shall cease 12 months after the date on which the filling was provided.