



## Insured Patients

### Terms & Conditions

This document explains the Terms and Conditions that apply when you have private health insurance to cover the cost of your treatment as a private patient of Northumbria Healthcare NHS Foundation Trust (the "Trust").

Please read this document carefully before signing the acknowledgement below to confirm your acceptance of these Terms and Conditions. Attendance at your appointment for treatment is deemed acceptance of these Terms and Conditions. If you have any queries regarding these Terms and Conditions please contact a member of the private patient bookings team.

These Terms and Conditions are legally binding and, together with our written quotation, form the basis of our contract with you.

### Pre-authorisation, initial consultant assessment and quotation

Prior to booking your initial consultant assessment, you will be responsible for checking with your insurer that your insurance policy covers the treatment contemplated by you and obtain pre-authorisation.

If after your initial consultant assessment, the treatment required differs to that which was pre-authorised by your insurer, you must update your insurer accordingly to ensure that the planned treatment is still covered by your policy and that your pre-authorisation remains valid.

We will provide a fixed quotation to your insurer for your treatment. Our fixed quotation will be provided to your insurer following a satisfactory initial consultant assessment and will remain fixed for 60 days from the date of issue.

The provision of your treatment is then subject to a clinical pre-assessment prior to admission and the service you require being a service provided by the Trust.

### Payment for your treatment

Whilst you will remain ultimately responsible for payment for your treatment, where you have private medical insurance:

(a) we will, where possible, process the insurance claim for your treatment directly with your insurer, provided you have given us and your insurer all the information we and your insurer need to do so, including, but not limited to, your policy and pre-authorisation numbers. If this information is incomplete or inaccurate, we may not be able to process your claim and you will need to pay for your care, as set out in (c) below;

(b) where we process your insurance claim and your insurer pays us direct, the rate agreed between the Trust and your insurer will apply to your treatment;

(c) if your insurer fails to settle our invoices (or any part of them) within 90 days of the date of your treatment, we will assume that the outstanding amount will not be paid by your insurer and we may invoice you directly; and

(d) if we invoice you for your treatment or an element of it, you agree to pay us the amount invoiced within the time limits set out therein. If you do not think that we have invoiced you correctly, please let us know as soon as possible so we can investigate this further.

You may be required to obtain confirmation of cover from your insurer for various aspects of your treatment throughout your pathway. At this point, your insurer will inform you if you need to pay a shortfall for any aspect of your treatment. It is your responsibility to confirm with your insurer in advance that your treatment is covered by your insurance policy; we cannot obtain any such confirmation on your behalf.

The fact that pre-authorisation has taken place will not mitigate your liability to pay any charges levied by us but not paid by your insurer.

It does not always become apparent that your insurer will not pay for certain items until your claim has been fully assessed (potentially some weeks after discharge). Accordingly, if your insurer at a later date, is unwilling to cover any charges, we will issue you with a supplementary invoice which has to be paid by you within 28 days of the date of the invoice.

Your insurer may not pay for certain parts of your treatment. In some cases the treatment pathway determined by the consultants, nursing staff and other medical professionals providing your treatment may not be covered by your insurance policy. This could mean that your insurer may not pay for certain parts of the treatment you receive and you will be required to pay for that part of your treatment and we will invoice you directly for this shortfall. In particular, you should note that treatment for complications may in some cases not be covered by your insurer and in such cases you agree to cover the cost of your care as set out above. We recommend you confirm your policy limits with your insurer before you commence your treatment.

Your insurance policy may not cover the cost of sundry items or other items such as specialist equipment, like crutches or wrist braces, or certain medications, or it may only cover part of such costs. You will be required to pay for any such items not covered by your insurer.

In circumstances where you pay for your own treatment yourself and then seek reimbursement from your insurer, the Trust is not liable in any way for any shortfall between the amount you paid to the Trust and the amount you are able to recover from your insurer.

### Clinical pre-assessment

The consultant and medical team providing your treatment must be satisfied that you do not have any pre-existing medical conditions, or other factors, that are likely to give rise to complications, or the need for additional treatment during your stay. Before your admission to hospital, our clinical pre-assessment service will establish that we are able to treat you at one of our hospital sites. We reserve the right not to provide treatment if it is not clinically appropriate for us to do so at any point.

### Cancellation charges

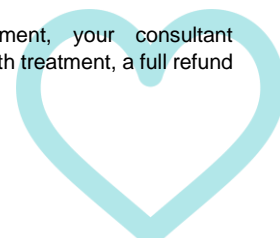
If you cancel your treatment:

- more than 14 days before the date of planned treatment, a full refund will be given.
- between 14 days and 24 hours of the date of planned treatment, cancellation charges of 50% of the total fee will apply and a 50% refund will be given.
- within 24 hours of the date of planned treatment, or you do not attend at the correct time, you will be liable for the full charge and there will be no refund.

Clinical pre-assessment charges will be included in the price you are quoted. If you decide not to go ahead with your treatment after you have had the clinical pre-assessment you may still be charged the fee for the clinical pre-assessment as appropriate.

For any cancellation which is 14 days or less before the date of planned treatment, where any item/s specific to your treatment have been ordered by us and cannot be returned, we will be entitled to charge you for such item/s unless your treatment is rescheduled within the 60-day period during which your quotation remains valid.

If following your clinical pre-assessment, your consultant determines it is not suitable to proceed with treatment, a full refund will be given.





In the unlikely event that the Trust has to cancel your treatment and is unable to reschedule with you, a full refund will be provided.

Treatment

For the purposes of this section, ("clinically required" means where further intervention and/or monitoring of your condition is deemed necessary as a direct result of the original surgical intervention).

The following is included in the price detailed in our quotation:

- All consultant fees for the duration of stay;
- All hospital services (this includes meals);
- Agreed Prosthesis – where applicable;
- Drugs and other materials used during hospital stay;
- Additional costs necessary to provide treatment e.g. hire of special instruments and equipment;
- Critical care if required;
- Outpatient wound management that you may require after you leave hospital that relates to the procedure, including removal of sutures, dressing clinic and removal/application of plaster cast;
- Re-admission for medical complications arising from the original procedure, subject to following post-operative recommendations as set out by treating consultant;
- Replacement prosthesis in accordance with the manufacturer's warranty if the prosthesis fails during its expected lifetime.

The price detailed in our quotation does **not** include:

- Any initial outpatient diagnostic services other than those directly related to clinical pre-assessment prior to admission;
- Fees for outpatient consultations before surgery, which will be invoiced to you directly by your consultant unless otherwise specified. These prices are not set by the Trust, but by your consultant;
- Fees for outpatient consultations with your consultant and follow up treatment following surgery as clinically required in relation to your original procedure, unless specifically stated otherwise in our quotation. Any such fees will be invoiced to you directly by your consultant unless otherwise specified. These prices are not set by the Trust, but by your consultant;
- Personal charges for example, newspapers, guest's food and beverages and telephone calls;
- If you choose to remain an inpatient at the Trust hospital after your consultant has advised there is no clinical reason for you to stay, we will make an additional charge for each night that you remain in hospital;
- Treatment of other conditions identified at pre-assessment which require a separate pathway of care and you choose to remain a private patient;
- A replacement prosthesis where required due to normal wear and tear;
- Any long-term care that may be required (whether provided at your home or otherwise);
- Any revision procedure which is not clinically required.

Data Protection and patient confidentiality: how we use your information

"Data Protection Laws" means all applicable data protection and privacy legislation, regulations and guidance including:

- (i) Regulation (EU) 2016/679) (as incorporated into UK legislation by way of the European Union (Withdrawal Agreement) Act 2020 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2020, together forming the "UK GDPR") and the Privacy and Electronic Communications (EC Directive) Regulations 2003;

- (ii) the Data Protection Act 2018; and

- (iii) all applicable law about the processing of Personal Data and privacy,

and all other legislation and regulatory requirements in force from time to time which apply relating to the use of Personal Data.

The Trust and the clinicians responsible for your treatment (including their medical secretaries) will process all personal data (as defined in the Data Protection Laws) which it/they hold about you in accordance with its/their data protection obligations and the duty of confidentiality, and the Trust's Privacy Notice ("PN") which can be found at: <https://www.northumbria.nhs.uk/about-us/privacy-policy/#d8943ceC>. The PN describes in detail how we will manage, use and store your personal data and sets out the purposes for which the Trust and the clinicians responsible for your treatment (including their medical secretaries) manage, use and store your data.

The Trust will require your consent in order to carry out certain activities, in particular for marketing purposes. If you do not consent for us to process your personal data in order to carry out marketing activities, we will still be able to provide you with treatment as we have an alternative legal basis to do so (as set out further in the Trust's PN).

As part of a UK-wide programme to improve the public's access to information on the quality and outcome of private healthcare, the Trust is required to share certain information related to your treatment with the Private Healthcare Information Network ("PHIN"), an organisation who will monitor outcomes of patients who receive private treatment.

As the Trust is under a specific legal obligation to share information relating to your private treatment and care with PHIN, we do not require your consent to do so. PHIN, like us, will apply the highest standards of confidentiality to personal information in accordance with Data Protection Laws and the duty of confidentiality. Further information about how PHIN uses information, including its privacy notice, is available at [www.phin.org.uk](http://www.phin.org.uk). We will be happy to print a copy for you if you prefer.

Your insurer may require access to your medical records in order to validate and approve your treatment. Access also might be required to allow your insurer to audit our performance of the contract between us and your insurer. We will comply with the Data Protection Laws in providing any such access. Any audit undertaken by your insurer will be for the purpose of validating the accuracy of our charges and assessing and assuring the quality of services provided by us.

If you have any concerns, or object to any of the purposes for which the Trust processes your personal data as set out above, please contact the Trust's Data Protection Officer at: [tracey.best@northumbria-healthcare.nhs.uk](mailto:tracey.best@northumbria-healthcare.nhs.uk).

If you have any concerns, or if you object to any of the purposes for which the clinicians responsible for your treatment (including their medical secretaries) process your personal data as set out above, please contact your clinician directly.

Acknowledgement

I confirm that: (a) I have read and understood the above Terms and Conditions; (b) the fees payable for the services have been explained to me; and (c) I understand that I am legally responsible for all hospital charges related to those services. I agree to pay for any and all services provided by the Trust in accordance with the Terms and Conditions set out above.

Signature ..... Patient (or Representative)

Date.....

