

## THE LEEDS TEACHING HOSPITALS NHS TRUST PRIVATE PATIENTS TERMS AND CONDITIONS

These are our standard private patient terms and conditions (“**Terms**”), which apply to the treatment of all private patients. Treatment at The Leeds Teaching Hospitals NHS Trust (the “**Hospital**”) as a private patient is conditional upon the patient's acceptance of these Terms, indicated by signature of the Undertaking to Pay Form. These Terms must be read before signing the Undertaking to Pay Form. If you do not understand any part of the Terms, please ask for further information. The Terms replace any previous terms and conditions that you may have received from the Hospital in relation to private care.

### 1. INSURED PATIENTS

1.1 The provisions of this Clause 1 shall apply if the Patient is covered by private medical insurance.

1.2 By entering into this Agreement, the Patient agrees to pay for their Treatment.

1.3 Whilst the Patient is, and will remain, principally liable for the payment of their Treatment pursuant to Clause 1.2 above, where the Patient has private medical insurance the Hospital will, where possible due to contract agreements between the Trust and the insurer, process the insurance claim for the Patient's Treatment with their insurer, provided the Patient has provided to the Hospital and their insurer all the information required to do so. If the information provided by the Patient to the Hospital and/or their insurer is incomplete or inaccurate, the Hospital will be entitled to invoice the Patient direct.

1.4 If there is no contract agreement between the Trust and the insurance company the Trust will invoice the patient directly and the patient will be required to forward all invoices on to the insurer.

1.5 Where the Hospital is able to process due to a contract agreement the Patient's insurance claim pursuant to Clause 1.3 and the Patient's insurer pays the Hospital direct, the Hospital's Standard Rates shall apply to the Treatment and the insurer shall be liable to pay the final cost of such Treatment in full. However, to avoid doubt, the Patient will remain responsible for payment of any balance of their account not paid by their insurer.

1.6 Where the Patient's insurer fails to settle the Hospital's invoices (or any part of them) within fourteen (14) days of the date of issue, the Hospital will assume that the outstanding amount will not be paid by the Patient's insurer and the Hospital will be entitled to invoice the Patient direct.

1.7 The Patient acknowledges that:

1.7.1 some insurers use care guidelines that may not match the professional medical opinion of the Consultants, nursing staff and other medical professionals providing the

Treatment, which may (in some cases) mean that the Patient's insurer may not pay for certain parts of the Treatment received; and

1.7.2 their insurance policy may not cover the cost of Sundry Items or other items such as specialist equipment (including crutches or wrist braces), or it may only cover part of such costs.

1.8 It is the responsibility of the Patient to confirm with their insurer that their Treatment is covered by their insurance policy and the Hospital will obtain pre-authorisation codes for any such confirmation on the Patient's behalf. If the Treatment (or any part of the Treatment) is not covered by the insurance policy, the Patient will be required to pay for it.

1.9 If the Patient pays for their Treatment and subsequently seeks reimbursement from their insurer, and if no other rate has been expressly agreed between the Patient and the Hospital, the Hospital Standard Rates will apply to the Treatment.

1.10 If no rate has been agreed between the Hospital and the Patient's insurer in respect of the Treatment, the Hospital Standard Rates will apply to the Treatment.

1.11 Where the Hospital invoices the Patient for their Treatment or an element of it, the Patient agrees to pay to the Hospital the amount invoiced within thirty (30) days without deduction or set-off.

### 2. SELF-PAY

2.1 The provisions of this Clause 2 shall apply if the Patient is paying for their own Treatment.

2.2 The Hospital will provide the Patient with an estimate of costs for the Treatment in the Private Treatment Letter, although the Patient acknowledges that it is not always possible to give a precise estimate for the Treatment to be received at the Hospital and the total cost may depend on a number of factors, including any other conditions the Patient may have. By entering into this Agreement, the Patient agrees to pay for all Treatment (and any other incidental treatment) received. Unless otherwise indicated, the Patient's Consultant will invoice the Patient separately for the treatment s/he provides to the Patient.

2.3 The Patient has been sent a “**Private Treatment Letter**”, which confirms the type of treatment being purchased by the Patient, the cost of that treatment and how the Patient will be required to pay.

2.4 By entering into this Agreement, the Patient confirms that s/he has received, read and understood the Private Treatment Letter, which forms part of this Agreement. If there is any conflict between these Terms and the Private Treatment Letter, these Terms will take precedence.

2.5 The cost of Treatment quoted in the Private Treatment Letter shall include:

**2.5.1 Inpatients**

- Accommodation in the Hospital, including the Patient's meals;
- Patient's nursing care;
- Operating theatre charges;
- Pathology tests, treatments, drugs and dressings the Patient may need during their stay in Hospital (unless the Private Treatment Letter states otherwise);
- Essential medical or surgical equipment;
- X-rays that the Patient requires during their stay in Hospital;

**2.5.2 Outpatients**

- Any required nursing care;
- Exclusive use of the clinic room for the duration of the appointment for Treatment

**2.5.3 Imaging and Pathology tests**

- Exclusive use of the equipment for the duration of the test
- Hospital fee for performing the diagnostic test

2.6 The cost of Treatment quoted in the Private Treatment Letter ***shall not include:***

**2.6.1 Inpatients**

- The Patient's initial consultation and any tests carried out at the time of that consultation;
- Treatment and/or procedures not listed in the Private Treatment Letter as being part of the Treatment package;
- Chemotherapy drugs;
- Sundry Items;
- Any care that the Patient receives anywhere other than at the Hospital where they have booked their Treatment;

- Any care that the Patient receives that is not related to their Treatment, including treatment of complications; and
- Anything else not covered in Clause 2.5 above,

**2.6.2 Outpatients**

- Medication, drugs or prescription charges
- Any required pathology and radiology diagnostic tests;
- Any care that the Patient receives anywhere other than at the Hospital where they have booked their Treatment;
- Any care that the Patient receives that is not related to their Treatment, including treatment of complications; and
- Anything else not covered in Clause 2.5 above,

**2.6.3 Imaging and Pathology tests**

- Professional consultant reporting fees for the diagnostic test
- Any diagnostic test that the Patient receives anywhere other than at the Hospital where they have booked their Treatment;
- Anything else not covered in Clause 2.5 above,

2.7 To avoid doubt, the Patient shall be required to pay for any items, services or care not included in the cost of Treatment quoted in the Private Treatment Letter, separately and at Hospital Standard Rates.

2.8 If the Patient cancels the Treatment (for any reason), s/he will be required to pay for any Treatment received up until the point of cancellation. Such Treatment will be charged at Hospital Standard Rates. The Hospital also reserves the right to charge a cancellation fee in accordance with Clause 3.3.

2.9 If the Patient's Consultant cancels the treatment or procedure because they consider it is not in the Patient's best interests for medical reasons, and the Patient has already paid for their Treatment (or a part thereof), the Hospital will refund the payment less the costs of any treatment or procedure that the Patient has received up until the point of cancellation. Such treatment or procedure will be charged at Hospital Standard Rates. Any refund by the Hospital will only be made to the cardholder or person who made the original payment.

2.10 If the Patient's stay in Hospital is shorter than anticipated, the Patient will not be entitled to receive a refund of any portion of the cost of Treatment.

2.11 If, with the agreement of the Hospital, the Patient decides to stay in Hospital beyond the date the Patient's Consultant considers it is appropriate for the Patient to be discharged, or if the Patient requires further treatment or care that is not directly related to their Treatment, the Patient will be charged at Hospital Standard Rates.

### 3. MISCELLANEOUS

#### Consultants and Consultants' fees

3.1 Whilst at the Hospital, the Patient will be under the care of the Consultant they have been referred to, who may also involve other Consultants in the Patient's Treatment, if appropriate. Hospital staff, including nurses, will provide the Patient with care related to their Treatment, under the Consultant's (or Consultants') instructions.

3.2 Except where the Hospital expressly agrees to collect the Consultant's charges as agent on behalf of the Consultant, the Hospital will not charge for the Consultant's fees. **Instead, these will be charged separately to the Patient by the Consultant.**

#### Cancellation fees

3.3 The Hospital reserves the right to charge a cancellation fee if the Patient cancels any treatment or procedure with the Hospital within seven (7) days or less of the Patient's scheduled admission date.

#### Payment

3.4 Unless expressly provided otherwise elsewhere in this Agreement, the Patient is responsible for settling the cost of their Treatment:

3.5 **Inpatient:** in full five (5) days before they are admitted to the Hospital or the treatment may be cancelled

3.6 **Outpatient:** prior to appointment or on the day of appointment or the treatment may be cancelled

3.7 **Diagnostic Tests:** prior to appointment or on the day of appointment or the treatment may be cancelled

#### Notices and communication

3.8 The Patient is required to keep the Hospital updated of any changes to their contact details, as the Hospital will correspond with the Patient at the address provided. The Hospital

will regard notices as served on the Patient on the third (3<sup>rd</sup>) Working Day after it posts a letter to the Patient, or on completion of a fax transmission or email.

#### Personal belongings

3.9 While the Hospital will take all reasonable care to ensure the **security** of the Patient's belongings whilst at the Hospital, the Hospital does not accept any responsibility for the loss **or theft** of, or damage to, any of the Patient's (or Patient's visitors') property.

#### Severability

3.10 If any provision of this Agreement is declared invalid, unenforceable or illegal by the courts of any jurisdiction to which it is subject, such provision may be severed and such invalidity, unenforceability or illegality shall not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Agreement.

#### Third party rights

3.11 A person who is not a party to this Agreement shall not have any rights under or in connection with it.

#### Governing law

3.12 This Agreement is governed by and shall be construed in accordance with English law and the English courts shall have exclusive jurisdiction.

4. DEFINITIONS AND INTERPRETATION

"Agreement"	this agreement, including the Private Treatment Letter regardless it is sent as a separate document (and, to avoid doubt, the Registration Form shall form part of this Agreement, regardless it is signed as a separate document);
"Consultant"	a registered medical or dental practitioner who is deemed eligible to have user rights at a hospital (including all consultants, surgeons, anaesthetists, radiologists and pathologists involved in the Treatment);
"Hospital"	a hospital of the Leeds Teaching Hospitals NHS Trust;
"Hospital Standard Rates"	the Hospital's standard rates as set out in the Hospital's private patient tariff, available on request;
"NHS"	National Health Service;
"Private Care"	refers to privately funded care;
"Private Patient"	the Private Patient to whom Treatment will be provided in accordance with these Terms;
"Private Treatment Letter"	has the meaning given to it in Clause 2.3;
"Registration form"	the registration form provided by the Hospital to the Patient enclosed with the private treatment letter, signature of which indicates the Patient's acceptance of these Terms;
"Sundry Items"	personal items incidental to the Treatment, including (without limitation) meals for Patient visitors, newspapers and phone calls (a list of prices for which are available on request from the Hospital);
"Treatment"	Surgery, appointments/ consultations, diagnostic tests (imaging and pathology) , care, treatment, diagnosis, services and goods provided by the Hospital to the Patient;