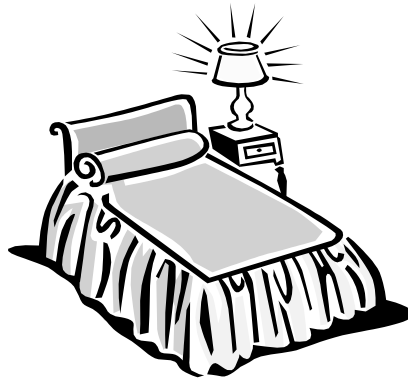


Adult Services

Understanding Care Home Financial Assessments


A Detailed Guide to the financial help available for
Permanent Residents of Care Homes

From April 2011



This leaflet is available on tape, on computer disc, in large print,
in Braille and in other languages on request from –

Social Care Contact Centre

 **020 8547 5005 (Voice & Minicom)**

Email: adults@rbk.kingston.gov.uk

Updated April 2011

Understanding Care Home Financial Assessments

A Detailed Guide to the financial help available for Permanent Residential and Nursing Care

About this leaflet

You should read this leaflet if you have seen our leaflet “Paying for a Place in a Care Home” and would like to know more about financial help for people going to live **permanently** in a Care Home.

This leaflet gives you more detailed information about the financial scheme to help people with the costs of permanent residential or nursing accommodation. It explains how we carry out financial assessments and gives more detail of the options available. It gives guidance only and is not a statement of law.

Before reading this detailed guide you should read our leaflet outlining the scheme, “Paying for a Place in a Care Home”. If you are a temporary resident please see our guide “Paying for Respite Care and Temporary Stays in Care Homes”. Both of these leaflets are available from your Care Manager (social worker) or directly from our Finance Team (see contact details at the end of this leaflet).

This leaflet cannot cover all circumstances. If you have any queries, or would like more specific advice on any point, please contact your Care Manager (social worker) or the Finance Team directly, or seek independent advice.

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**Before reading this leaflet please read our general guide
“Paying for a Place in a Care Home”.**

Who pays for a place in a Residential and Nursing Care Home

If you need to move into a residential or nursing care home there will be a charge for your accommodation and care. You may be asked to pay these fees in full or in part depending on your resources (income and capital).

Unless you are able to pay the full fees yourself, the council has to carry out a financial assessment to see how much you should contribute towards your care fees. The rules about how we calculate your contribution are laid down by parliament and this document explains the detail of this assessment.

Briefly, if your income is less than the fees for the care home and you have less than £23,250 in savings or other assets, you will need to pay a contribution towards the fees and this council will pay the remainder of the agreed fees. How much you pay will depend on how much money you have.

To establish how much your contribution should be we ask you to give us details of your income, such as any pensions, benefits, maintenance or other payments you receive. We will also ask you for details of your capital, that is, any savings, stocks, shares, investments or other assets. This also includes any property that you own.

There are different rules about how we use the value of any property in calculating your contribution and we explain this in this leaflet.

How the Borough will support you

Unless you are “self-funding”, the Borough will arrange a contract with the Residential or Nursing Home to pay either the full fee or a proportion of it.

If we cannot agree to pay the full amount charged by the Home because this is more than what we feel is a fair price for the services provided, a third party will have to pay the difference if you still wish to move there. Please see page 6, “Top-up Payments” for more information.

We then have a duty to assess how much you can afford to pay towards the cost that the Borough has agreed to pay the Home (the home does not have to be within this borough). We will ask you to complete a **confidential** Financial Assessment form, which tells us about your financial circumstances. When you have completed the form, we will contact you if we need any more information.

We will write to tell you how much you have to pay and we will then send you a monthly invoice for the charge.

If the care home asks you to pay a top-up, then this must be detailed on the contract. You should not agree to pay a top-up until you have contacted your care manager (social worker) or the finance team. Please see Page 6, “Top-up Payments” for more information.

Self-Funding



If your weekly income is greater than the weekly care home fees, or if your total assessed capital is above £23,250, you will be expected to fund your own stay in residential or nursing home care.

We can give you advice about whether the home you have in mind is suitable for your needs but we cannot enter into a contract with the home to provide your care unless you are unable to do this yourself and have nobody to help you.

If your capital is only just above the £23,250 limit, you will find that your savings will soon start to reduce as you pay your fees. At some stage your savings may reduce below this limit and you will need to contact us to re-assess your entitlement to help with the fees. You will be asked to complete a Financial Assessment form giving up-to-date details of your savings and income and we will assess your contribution to your fees.

If we do not consider the fees charged by the home to be a fair price for the services provided, or if you are paying for a level of service which we consider is greater than your assessed needs, we may have to restrict the amount we can contribute to your fees. Therefore, it is a good idea to talk to your Care Manager (social worker) about your intentions before you move into the home so that later problems may be avoided.

Free Nursing Care

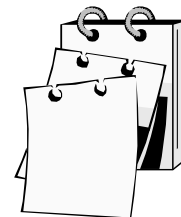


If you are paying your own fees in nursing care (self-funding) you no longer have to pay for the nursing element of the care fees you are charged.

The National Health Service pays your nursing home a set amount each week. This amount is set by the National Health Service and is revised periodically.

This should mean that the fees charged by your nursing home are less than they would be if you were charged for the nursing care you receive. You will still have to pay for your non-nursing care and your accommodation charges.

Deferred Payments



If you own your own home and either are unable to sell it or do not wish to sell, you may be able to defer payment of **some** of your fees so that you don't need to sell your former home when you go into residential care. This is an option after the standard 12-week disregard of your property (please see the section on Property on page 11).

You may choose to defer your payments if the value of your property is expected to cover all your likely care home fees for the duration of your stay.

The Deferred Payment agreement means you are responsible for the full amount of your residential or nursing home fees but only have to pay us a contribution based on income and savings during your lifetime. After your lifetime, or if you decide to end the agreement earlier (for example by selling your property), the accrued difference between the contribution and the full fees will be repaid to us.

If you opt for deferred payments we will calculate your contribution to your fees based on just your income and any savings you have between £14,250 and £23,250. We will ignore the value of your home in our calculation. You then pay a reduced contribution based on your income rather than the full fees.

In return, we place a **legal charge** (see page 13) on your property to the value of the difference in funding between this contribution and the full fees that you would have been charged had the property been taken into account. You may be asked to pay the council for any legal costs incurred in arranging these deferred payments, for example, land registry expenses.

We recover this funding when your property is eventually sold, whenever that happens. If your payments are deferred in this way, you will not be forced to sell your home and no interest will be added while you are in residential care.

In certain circumstances, we may not be able to agree a Deferred Payment Agreement. If this happens, we will let you know why we cannot do this.

If you defer your payments in this way and do not get Income Support or Pension Credit you may still get Attendance Allowance or Disability Living Allowance (Care Component). Please note that Income Support or Pension Credit may not be payable if your property is not up for sale and being actively marketed.

If you think you may wish to defer your payments you should seek independent financial advice. Please see Page 13 for more information on independent financial advice.

Top-up Payments



What are Top-up Payments?

If we cannot agree to pay the full amount charged by the care home because this is more than what we feel is a fair price for the services provided, and you still wish to move there, then someone will have to pay the difference. This is known as a 'Top-up' or 'Third-Party Payment'.

The contract we draw up with you and the care home states clearly that it should be the only financial agreement relating to your stay in the care home. We make this condition because it is important for us to know that the fees we negotiate with care homes represent the total cost of providing the care that people need. Any top-ups therefore must be detailed on the contract. If the care home requests a top-up at any stage, you should not enter into any agreement with them and you should refer the care home to your Care Manager (social worker) or the finance team.

Who can pay the Top-up?

You are not allowed by law to pay the top-up yourself from your savings, except in some very limited circumstances. If these circumstances do not apply to you then a third party will have to pay. By a third party we mean a friend, relative (not your spouse), a charity, trade union or other person or organisation.

It will almost certainly not be possible for us to pay the top up amount to the care home if you or the third party is unable to continue paying the top-up. If you think this might happen during your stay, you will need to discuss the implications with the care home and your care manager.

When you can pay the Top-up yourself

You can pay the top-up yourself if the Borough is supporting you financially for 12 weeks because you own a property and have less than £23,250 in other savings and assets.

You can also pay the top-up yourself if you have decided not to sell your property and have entered into a legal agreement with us to defer your payments. For more about Deferred Payments, please see Page 5.

If you are thinking of paying the top-up yourself

If you are thinking of paying the top-up yourself you will need to remember that you will have to use your savings. This is because we will ask you to contribute most of your income towards the cost of your care. This means you will need to work out if you have enough savings to pay the top-up fee for the length of your stay. If you think your savings may not be enough, then you will need to arrange for a third party to pay the top-up when your savings run out.

Income



If we are supporting you financially with your care fees we will need to work out how much income you have. By income we mean any money that you have coming in from any source, for example, pensions, benefits, maintenance received, or any other payments you receive. Income includes things like:

- State Retirement Pensions and Widows Pensions
- Occupational and private pensions from former employment
- State benefits and allowances
- Earnings
- Charitable and voluntary payments
- Maintenance payments and money from friends or family
- Annuity payments
- Money from certain types of Trust
- Payments from abroad
- Other payments made to you

This list is only a guide. It does not cover all the possible types of income.

We do not include things like interest on savings or share dividends as part of your income but the amount of money invested will be included as capital.

We only need to know about money that you receive not about money that your partner gets if the payment is in their sole name. You should always tell us about money that is held jointly.

Most income is included in your financial assessment in full. Some income is fully or partially disregarded, for example, we ignore 50% of any occupational or private pension if you pay at least this amount to your spouse or partner.

We also make an allowance for the Mobility Component of any Disability Living Allowance you get. There are other disregards depending on the type of income. You should tell us about **all** your income on the Financial Assessment Form and we will apply any disregard that is appropriate.

If you are a **temporary** resident we will ignore any Attendance Allowance or Disability Living Allowance (Care Component) that you get. We will also ignore any payments made for your usual home, for example, Housing Benefit.

Capital



What we mean by capital

By capital we mean any money, savings or assets that you have. Any property, that is, buildings or land, that you own may be treated differently (please see page 11).

If we are supporting you financially, then we will need to work out how much capital you have. Some items are counted and some are not (see below).

What is counted as capital?

We include things like

- Bank and Building Society Accounts
- National Savings Certificates
- Premium Bonds and Income Bonds
- Stocks, Shares and other Investments
- Individual Savings Accounts (ISAs)
- Unit Trusts
- Cash
- Property or land (but see page 11 for rules about your home)
- Money that is yours which is held for you by someone else
- Funds held by the Court of Protection or your Receiver
- Any assets or property held abroad

This list is only a guide. It does not cover all possible types of capital.

Some capital is not included when we assess your total assets. For example, we ignore personal possessions, Social Fund payments, arrears of certain benefits and ex-gratia payments made in respect of former Japanese prisoners of war, payments made by the Secretary of State for Health in respect of people with CJD or who have contracted Hepatitis C from infected blood or blood products as a result of NHS treatment.

You should tell us about **all** your capital on the Financial Assessment Form and we will apply any disregard that is appropriate.

Please note that we are unable to disregard the value of things like personal possessions if you have bought them with the intention of reducing or avoiding your liability for Residential or Nursing care fees.

If your capital is held abroad

If your capital is held abroad, then we will make a reasonable allowance for the cost of transferring it to the United Kingdom if this is necessary. We will also take into account of any restrictions there are on the amount of capital you can transfer out of some countries at one time.

If some or all of your capital is held jointly

If some or all of your capital is held jointly with another person or other people, you should value your share by dividing the total value by the number of people who own it.

If some or all of your capital is held in a trust fund

If some or all of your capital is held in a trust fund, then the terms of the trust deed will determine whether this should be counted as capital or not. Please send us a copy of the trust deed. It will help us decide how it should be treated.

If you give away any of your capital

We have to let you know that it is against the law to dispose or give away your assets with the intention of reducing your responsibility for residential or nursing care costs. If this happens, we may work out your responsibility for care fees as if you still have the asset. In some circumstances we may also take steps to have the asset returned to you.

This means that you can still use your assets to buy yourself things that you need or want, or to buy presents for people. However you must not do this with the intention of reducing your responsibility for care fees.

IMPORTANT

If you own your own home please see the “Property” section on page 11.



How capital is treated

If you have capital of £23,250 or more, then you will be responsible for the full amount of your care fees. We call this “Self funding”. For more information about Self-funding please see page 4.

If you have capital between £14,250 and £23,250, we have to ask you to pay a set weekly amount to us as part of your contribution. We call this a tariff income. The amount you pay is set at £1 per week for every £250 or part thereof, that you have over £14,250. The table below says how much you have to pay for the amount of capital you have:

Tariff Income from Capital included in Financial Assessment			
Capital over:	Tariff Income	Capital over:	Tariff Income
£14,250	£1.00	£18,750	£19.00
£14,500	£2.00	£19,000	£20.00
£14,750	£3.00	£19,250	£21.00
£15,000	£4.00	£19,500	£22.00
£15,250	£5.00	£19,750	£23.00
£15,500	£6.00	£20,000	£24.00
£15,750	£7.00	£20,250	£25.00
£16,000	£8.00	£20,500	£26.00
£16,250	£9.00	£20,750	£27.00
£16,500	£10.00	£21,000	£28.00
£16,750	£11.00	£21,250	£29.00
£17,000	£12.00	£21,500	£30.00
£17,250	£13.00	£21,750	£31.00
£17,500	£14.00	£22,000	£32.00
£17,750	£15.00	£22,200	£33.00
£18,000	£16.00	£22,500	£34.00
£18,250	£17.00	£22,750	£35.00
£18,500	£18.00	£23,000	£36.00
		£23,250	Full Charge

This means that you are allowed to ask us to reduce your contribution if your total capital falls by £250 or more. Please contact the Finance Team if this happens when we are supporting you financially.

If you have capital of less than £14,250 we will not ask you to pay anything from your capital towards the cost of your care, but you will have to contribute from your income.

If you have any questions about capital

If you have any questions about capital please contact the Finance Team direct. Our contact details are on page 20.

Property

What we mean by property

By property we mean any individual buildings, parts of individual buildings and land that you own either the freehold or the leasehold of. We also mean any individual buildings, parts of buildings and land that you own abroad. This applies whether you are the sole owner or you own the property jointly with other people.



Why property is important

The law says that if you have assets worth more than £23,250 then you are expected to use the value of those assets to pay for your care.

Property is therefore important because most properties, particularly in the Royal Borough, are valued at much more than this amount. People with property therefore, are expected to use the value of their property to pay for their residential or nursing home fees.

However, not everybody is expected to use the value of their property to pay for their care fees. It may not be necessary to sell your home to pay for your care fees. There may be other options available to you. Please see below for more information about this.

If another person lives in your property

You are not expected to use the value of your property to pay your care fees if someone lives there who is:

- Your spouse or partner, or
- Over 60 years of age and your close relative, or
- Under 16 years of age and you have a legal liability to maintain them, or
- Has a disability.

If someone lives in your property who looks after you

If someone lives in your property who looks after you, under some circumstances you may not be expected to use the value of your property to pay for your care fees. This applies if they do not fall into one of the four categories above.

If you would like us to consider this, we may need to ask you questions about how much and how long your carer has looked after you. We may also need to ask about your carer's own financial circumstances. We have to advise you that we may not be able to agree to this in all cases.

If your property is jointly owned

If your property is jointly owned with another person or other people then we have to value your share. This applies whether you own the property as joint tenants or tenants in common.

Valuing your share in these circumstances can be difficult. If we cannot agree with you what your share is worth, we may seek an independent valuation from a professional.

It is advisable to seek independent advice if you jointly own your property with someone who does not fall into any of four categories on the previous page.

If you have property abroad

If you have property abroad, then we always make a reasonable allowance for the cost of transferring any income from it, or the proceeds of the sale, to the United Kingdom if this is necessary.

We know that some countries sometimes have restrictions on the amount of money you can transfer out of them at one time. Please let us know if you think this applies to your property. We will take account of any relevant restrictions.

If you give away any of your property

We have to let you know that it is against the law to dispose or give away your property with the intention of reducing your responsibility for Residential or Nursing Care costs. If this happens, we may work out your responsibility for care fees as if you still have the property. In some circumstances we may also take steps to have the property returned to your ownership.

If you cannot use the value of the property

If for some reason you find you cannot use the value of your property to pay your care fees, please contact the Finance Team directly (see page 20).

Under some circumstances we may be able to help you financially until you are able to make arrangements to pay your fees yourself. This may work in a similar way to the Deferred Payment Agreements (see page 5). You will still have to pay us back for any amounts we have paid on your behalf for fees that you are liable to pay. We may also have to place a Legal Charge against your property. Please see "About Legal Charges" overleaf for more information.

About Legal Charges

If we have a financial claim against the value of your property, for example because we have a Deferred Payment agreement with you, then we may place a Legal Charge against your property. Please see page 5 for information about Deferred Payments.

By placing a legal charge against your property our financial interest in the property is recorded by Her Majesty's Land Registry. The fact that we have a financial interest is publicly available to any potential buyer. The exact amount of the financial interest is not publicly available. Mortgage companies register their financial interest in your property in the same way.

When the property is sold, our financial interest has to be discharged by paying us the amount owed. The sale cannot be completed before this happens. If you have any concerns about this process please speak to our Finance Team and seek independent advice if you need any further information.

Using your property to pay your full care fees

It may not be necessary to sell your house to pay for your care fees. We cannot advise you on the best way for you to use the value of your property to pay for your fees if you do not want to sell it. However, you may wish to consider things like renting, home income plans or Deferred Payment agreements. For more about Deferred Payment Agreements, please see page 5.

These may not be the only options available to you. An independent financial adviser may be able to advise you further. Please see below for more details.

This is a complicated area and there may be serious financial implications. For this reason, we strongly advise you to seek independent financial advice if you are in this situation. For more information about Independent Financial Advice, please see below. Please note that some advisors may charge for their services. You will find a list of some agencies that can advise you on page 20.

Seeking Independent Financial Advice

If you are responsible for the full amount of your fees, we would always recommend that you get independent financial advice on all your options. Financial Advisers are regulated by the Financial Services Authority (FSA). The FSA only allows those advisers with the finance industry's "CF8" qualification to provide advice on care funding. We strongly recommend you check that the financial adviser you have chosen has that qualification. You can check this by contacting the Financial Services Authority. Their contact details are listed on Page 20. Please note that some Independent Financial Advisers will charge for their services.

The Society of Later Life Advisers (SOLLA) aims to help older people with care needs find advisers who can help them make the most of their financial circumstances. SOLLA's contact details are on page 17.

How Property is treated

12-Week Property Disregard

We ignore the value of your property for the first 12 weeks of your stay in residential or nursing home care, where it was your former home. This means that we will assess how much your contribution to your care fees should be as if you did not own your property. We count the twelve weeks from the start of your permanent stay. For example if you go into a care home for an initial period of respite and then after two weeks your stay is confirmed as permanent, then we only count the twelve weeks as starting from the third week.

If you have other assets over £23,250 these will still count towards your assessment so you will have to pay your full fees yourself, no matter what your income (see below).

Capital of £23,250 or more

If you have capital of £23,250 or more in addition to the value of your property, you will be responsible for the full amount of your care fees from the date of your move to the care home. We call this “Self-funding” (see page 4).

If your capital drops below £23,250 during the first twelve weeks, for example, because you are paying your care fees, we may help you financially from the date your capital drops below £23,250 until the end of the twelve-week period (see 12-Week Property Disregard above).

Please contact the Finance Team directly if this happens so that we can make the necessary arrangements. Our contact details are on page 20.

Capital below £23,250

If you have capital of less than £23,250, not including the value of your property, the Borough will help financially for the first twelve weeks (see 12-Week Property Disregard above).

From the start of the thirteenth week you will be responsible for paying the full fees to your care home unless you have a Deferred Payment agreement.

If your property is sold within the twelve-week period then you will be responsible for the full fees from the date of sale.

If you have any questions about property

If you have any questions about property please contact the Finance Team directly. Our contact details are on page 20.

Benefits



When you go into residential or nursing home care your entitlement to benefits may be affected. This is because your needs will be different. Some things you might pay for at home will be provided by the care home and will be covered by the fees charged.

You should notify the Department for Work & Pensions (Benefits Agency) and the Housing Benefit Section promptly of any stays in residential or nursing care.

Attendance Allowance / Disability Living Allowance (Care)

If you are funding your residential care placement yourself (“self-funding”) your Attendance Allowance or Disability Living Allowance (Care Component) will not be affected. You can continue to receive this for as long as you satisfy the conditions for entitlement and are self-funding.

If you are getting financial support from the local authority for your placement your Attendance Allowance or Disability Living Allowance (Care Component) will cease after 28 days in residential care. However, if you intend to repay the local authority from the proceeds of the sale of your home (Deferred Payment) you will keep these allowances.

For more information about Deferred Payments, please see page 5

If you go into temporary care regularly, for example for respite care, and your breaks at home are of 28 days or less, your stays in the care home are added together. When the days in care add up to 28 days your Attendance Allowance or Disability Living Allowance (Care Component) will stop. This is called the **linking rule**.

If your pattern of stays in temporary care means that you may be at home between stays for 28 days or less please discuss this with your Care Manager (social worker) or contact the RBK/Pension Service Joint Team (see page 20).

A stay in residential care does not affect Disability Living Allowance (**Mobility Component**).

You can find out more about Attendance Allowance & Disability Living Allowance by contacting the Benefits Enquiry Line on 0800 88 22 00.

Income Support and Pension Credit

If you go into temporary residential care, for example, respite care, your Income Support (called Pension Credit for people over 60 years) will usually be paid at the same rate as when you are living at home.

If you go into permanent residential care you will usually be entitled to your normal rate of Income Support but without any housing costs.

However, if you are getting Attendance Allowance or Disability Living Allowance (Care) and this stops after 28 days (see above) your Income Support will be reassessed and may reduce. This is because some people get extra Income Support because they also get Attendance Allowance or Disability Living Allowance (Care). This extra Income Support stops when the other allowances end.

You can find out more about Income Support by contacting the Benefits Enquiry Line on 0800 88 22 00.

Housing Benefit

If you enter **permanent** residential care your Housing Benefit will stop. Housing Benefit may be payable for any period of notice you may have to give to your landlord if you are not resident at your home and you are in a care home.

If you enter residential care on a **trial** basis to see if the home suits you, you will continue to get Housing Benefit for **up to** 13 weeks. However, the moment you decide to stay, or decide you will not be returning home, your Housing Benefit will stop. If you have to pay your landlord for a notice period, then Housing Benefit may continue during this period

If you enter **temporary** residential care you will continue to get Housing Benefit for up to 52 weeks, longer if there are exceptional circumstances and you will be returning to your home soon. However, your Housing Benefit will stop the moment you decide to stay permanently or decide you will not be returning home, subject to payment during any notice period.

No Housing Benefit is payable once your stay in residential care becomes permanent or if you have no intention of returning home or if you sub-let your home while you are in residential care. These rules are the same for Council Tax Benefit.

You can find out more about Housing Benefit & Council Tax Benefit by contacting the Benefits Section on 020 8547 5198.

Assessment Examples

Income Support or Pension Credit in payment

Mrs Johnson gets £137.35 Pension Credit, which includes £102.61 State Retirement Pension. She has capital below £14,250. Her assessment will be as follows:

Income: State Retirement Pension	£102.61
Pension Credit	<u>£34.74</u>
Total Weekly Income:	£137.35
Allowances: Standard Personal Expenses Allowance	<u>£22.60</u>
Assessment:	£114.75

Mrs Johnson must contribute £114.75 each week to the cost of her care. She keeps £22.60 of her weekly income.

No Income Support, private pension in payment

Mr Dyson gets £94.25 Long-term Incapacity Benefit and a pension from his former employers of £65.47 weekly. He has capital below £14,250. His assessment will be as follows:

Income: Incapacity Benefit	£94.25
Private/occupational pension	£65.47
Capital: below threshold therefore no tariff income	<u>£ 0.00</u>
Total Weekly Income:	£159.72
Allowances: Standard Personal Expenses Allowance	<u>£ 22.60</u>
Assessment:	£ 137.12

Mr Dyson must contribute £137.12 each week to his care. He keeps £22.60 of his weekly income.

No Income Support, Capital between £14,250 and £23,250

Miss De Souza gets a State Retirement Pension of £105.36 and has Capital of £19,300. She is not entitled to Income Support. Her assessment will be as follows:

Income: State Retirement Pension	£105.36
Capital: £19,300, therefore tariff income	<u>£ 21.00</u>
Total Weekly Income:	£126.36
Allowances: Standard Personal Expenses Allowance	<u>£ 22.60</u>
Assessment:	£ 103.76

Miss De Souza must contribute £103.76 each week to her care. She keeps £22.60 of her weekly income.

Capital over £23,250

Following the sale of his home, Mr Suleyman has savings and investments totalling £197,000. Therefore, he cannot get help with his funding.

Although he only gets £102.15 basic pension he will have to pay his own care fees.



Legislation we use

By legislation we mean Acts of Parliament, Statutory Instruments, Regulations and Guidance issued by parliament or the Department of Health or other body, which has the force of law. Here is a list of the most relevant documents.

- **Part 3 of the National Assistance Act 1948** says that Local Authorities must assess how much people can afford to pay towards their care.
- The **National Assistance (Assessment of Resources) Regulations 1992** (and subsequent amendments), says how Local Authorities should assess how much people should pay towards their care. The Department of Health guidance on these regulations is the **Charging for Residential Accommodation Guide** (commonly known as **CRAG**).
- People who come under Section 117 of the **Mental Health Act 1983** do not have to pay towards the cost of their care.
- The **Health and Social Security Adjudications Act 1983** gives Local Authorities extra powers where assets have been given away to avoid or reduce a liability for care fees and to place charges on property or land.
- The **National Assistance (Sums for Personal Requirements) Regulations 1993** (and subsequent years) sets the amount of the Personal Expenses Allowance.
- The **Health and Social Services and Social Care Act 2001** makes the purchase of nursing care in care homes the responsibility of the Health service instead of the Local Authority from April 2003. It also gives extra powers to put a charge on property or land where fees are deferred.
- The **National Assistance (Residential Accommodation) (Additional Payments & Assessment of Resources) (Amendment) (England) Regulations 2001** enables top-up payments for more expensive homes.
- The **Local Government Act 1970** details powers Local Authorities have to recover debts owed to them.

Where to get copies of the legislation

Please contact our Finance Team. We will be able to provide you with copies of some of the documents straight away or within a few days.

Your local library will also be able to find any legislation you may wish to see.

What happens next

If you think that you may need financial help paying the fees for the care home, please ask your Care Manager (social worker) for a Financial Assessment form to complete. Please note that we can only provide you with financial help if your care needs assessment says that you need residential or nursing care.

When your form is returned to us, we may contact you if we need any further information. The information you give us is treated in the strictest confidence.

When we have worked out your contribution we will write to tell you how much you have to pay and send you a monthly invoice for the charge. After a time, if you and the home agree, we may ask you to pay the charge directly to the home.

When you have paid your assessed contribution you will generally have a minimum of £22.60 per week left for your personal expenses.

When your contribution will change

Your contribution will change in April each year because your state benefits will change. We will write to you in February or March each year about this.

If your financial circumstances change – for example because you win a premium bond prize or inherit money – then we may need to review your contribution. Please contact the Finance Team if your circumstances change and we will tell you what you need to do. Our contact details are on page 20.



Compliments, Comments and Complaints

We value feedback from the people who use our service as it tells us what we do well and where we can improve.

If you have a comment or query about the service you have received please talk to your Care Manager (social worker) or to a member of our Finance Team.

If you are not satisfied with our service you have the right to complain. Your complaint does not have to be in writing. Please see our leaflet “Your Right to be Heard”, available from Customer Services or your Care Manager.

We are always very interested in any comments you have to make about this leaflet. We are keen to make this leaflet as easy to use and informative as possible. Your comments and advice will be of the greatest importance to us.



Useful contacts

Society of Later Life Advisers (SOLLA)

Arnold's Oak
Eastling
Faversham
Kent ME13 0BD
☎ **0845 309 2909**

- Help to find skilled, independent advice for self-funders

Age Concern Kingston

14 Nelson Road
New Malden
KT3 5EA
☎ **020 8942 8256**

- Welfare Benefits advice
- Services for Carers
- Access to services

Citizens Advice Bureau

Neville House
55 Eden Street
Kingston upon Thames
Surrey KT1 1BW
☎ **0844 826 9701**

- Welfare Benefits advice
- Debt Advice
- Consumer Advice

Kingston Information Partnership

3 Brook Street
Kingston upon Thames
Surrey, KT1 2EY
☎ **020 8481 3112/3113**

- For advice about your benefit entitlement you may also like to contact the RBK/Pension Services

Financial Services Authority

☎ **0845 6061234**
Minicom: **08457 300104**

- For information about qualified Independent Financial Advisers

How to contact the Finance Team

The CCS Finance Team

Guildhall 1 (Room 217)
Kingston upon Thames
Surrey, KT1 1EU

☎ **020 8547 6064**
FAX: **020 8547 4773**
Minicom: **020 8547 5819**
E-mail: **ccs-financeteam@rbk.kingston.gov.uk**

- Please contact the Finance Team if you have any queries.
- Our office hours are 8.45am to 5pm Monday to Thursday, & to 4.45pm Fridays.