



Reciprocal Health Arrangement between the UK and the Bailiwick of Guernsey

Guidance for **Providers**



Committee for
Health & Social Care

Further information can be
found at www.gov.gg/rha

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Introduction

This guidance document seeks to provide help and advice on the implementation of the Reciprocal Health Arrangement between the United Kingdom and Bailiwick of Guernsey (referred to throughout as “the Arrangement”).

This guidance is not intended to be a substitute for the Arrangement itself, which contains the legal provisions as agreed with between the UK Government and the Bailiwick of Guernsey. However, this guidance is that which is referred to as ‘Guidance’ within the Arrangement and should be treated as such. Organisations to which the Arrangement applies, known as recognised providers (as defined in the Arrangement and referred to in this guidance) are advised to seek their own legal advice on the extent of their obligations where necessary.

This guidance document is intended for staff at all recognised providers, including clinicians, senior managers and administrative staff, and in particular staff with responsibility to identify UK eligible persons or issuing invoices. The Committee *for* Health & Social Care strongly recommends that relevant bodies have a designated person/s to oversee the implementation of the Arrangement. All staff, including clinicians and managers, have a responsibility to ensure that the Arrangement is implemented effectively and in accordance with its provisions. If there are further queries please contact ukrha@gov.gg or telephone 01481 222510.

1. Executive Summary

1.1 The Reciprocal Health Arrangement between the UK and the Bailiwick of Guernsey (the Arrangement) was signed on 31st August 2022 and came into effect on 1st January 2023. The Arrangement is intended to enable residents from each jurisdiction to access healthcare free of charge when they are visiting the other jurisdiction.

1.2 There are three main types of healthcare that are covered by the Arrangement:

1. **Pre-authorised healthcare** – this refers to treatment provided to Bailiwick residents who have been referred to a UK healthcare provider by the Committee for Health & Social Care (CfHSC).

This guidance aims to inform staff of the requirements for pre-authorised treatment under the Arrangement, in particular any changes that have arisen to existing processes as a result of the Arrangement.

2. **Necessary healthcare** – this refers to treatment that is provided to a visitor of one jurisdiction to another, which is urgent and cannot wait until that person has returned home. It will be provided free of charge to UK visitors to the Bailiwick under the Arrangement, however there are certain criteria that must be met.

This guidance aims to support staff in determining what constitutes ‘necessary healthcare’, understanding the criteria for accessing it free of charge and recognising the eligibility documentation that a UK visitor to the Bailiwick will need to provide.

3. **Pre-planned treatment** – this refers to treatments, that are specified in the Arrangement, that can be provided to a UK visitor to the Bailiwick, but where it is known that it will be needed and so can be arranged in advance of travel.

This guidance aims to support staff in making arrangements for pre-planned treatment for UK visitors to the Bailiwick.

For the avoidance of doubt, the Arrangement does not cover all treatments that a UK visitor might require, only those listed above that are outlined in the Arrangement.

1.3 The Arrangement applies to the whole of the Bailiwick, meaning that residents of Guernsey, Alderney and Sark will be covered. However, given the different healthcare systems in each island, there are some differences in how the Arrangement will work in practice. For more information on how the Arrangement will apply to residents of Alderney and Sark, please see Chapters 7 and 8.

1.4 Only treatment provided by recognised providers is covered by the Arrangement and so can be delivered free of charge. A UK visitor receiving treatment at a non-

recognised provider will be required to pay the full cost. The recognised providers in the Bailiwick are:

- The Committee *for* Health & Social Care/States of Guernsey
- The Medical Specialist Group LLP
- St. John's Ambulance and Rescue Service
- Queen's Road Medical Practice
- Healthcare Group
- IslandHealth
- Sarnia Medical Services Limited
- Guernsey Therapy Group Limited
- Island Medical Centre – Alderney
- Alderney Ambulance Service
- Sark Medical Centre
- Sark first responders

- 1.5 The Arrangement is operating on a 'waiver' model, i.e. an eligible UK person will not be charged for treatment provided. All staff are responsible for ensuring that the Arrangement is implemented effectively and in accordance with its provisions. This guidance document provides specific information for clinicians, senior managers and administrative staff so they are able to deliver the terms of the Arrangement, however it is recognised that different recognised providers may wish to implement their own systems.
- 1.6 Separate contractual provisions may also be made between the recognised providers and the Client Team to cover the obligations mentioned in this guidance document.
- 1.7 Staff at recognised providers are requested to be aware of their requirements under the Arrangement and to refer to these guidance documents where necessary. For further information please contact ukrha@gov.gg or telephone 01481 222510. The guidance documents will be regularly updated; for the most up to date versions please check www.gov.gg/rha.

2. Pre-authorised treatment for Bailiwick persons

This chapter sets out in greater detail the arrangements and requirements for pre-authorised treatment.

Pre-authorised treatment under the Arrangement

- 2.1 Pre-authorised treatments are those administered where the Bailiwick patient has been referred, through the Medical Specialist Group (MSG) and CfHSC, to a provider in the UK for further treatment.
- 2.2 CfHSC remains the sole referring body. This means that it is responsible for arranging the pre-authorised treatment, establishing processes and for funding treatment.
- 2.3 At present, this Arrangement **will result in no changes to existing referral processes**. The only change which the Arrangement has made is that the patients are no longer subject to the Overseas Charging Regulations, guaranteeing that treatments will be at-cost. Relationships with key contracted providers will continue.
- 2.4 For the avoidance of doubt, under the Arrangement CfHSC will only refer a Bailiwick eligible person to the UK for treatment where it cannot be provided, or it is not appropriate to be provided in the Bailiwick. This can mean for example either that:
 - The Bailiwick does not have the necessary facilities or skillset to deliver the required healthcare or
 - In specific circumstances, the Bailiwick does not have capacity within existing facilities to deliver the required healthcare.
- 2.5 The UK is required under the Arrangement to facilitate the provision of pre-authorised treatment as far as possible. That Bailiwick person will have the same access to treatment as those ordinarily resident in the UK, which includes clinical priority and existing waiting lists that provider may have.
- 2.6 However, UK healthcare providers do have the right to decline a referral if, for example, they themselves do not have the capacity to treat that person.

Reimbursement for pre-authorised treatment

- 2.7 CfHSC is responsible for the reimbursement of costs relating to pre-authorised treatment, and must pay directly to the healthcare provider. This should be done within 30 days of receiving a correct and valid invoice together with any necessary supporting information.
- 2.8 It is not anticipated that existing reimbursement processes will change as a result of this Arrangement.

- 2.9 However, it is worth noting that the costs for pre-authorized treatment will now be at the same rate as would be charged to someone who is ordinarily resident in the UK.
- 2.10 A separate reimbursement arrangement is in place with Sark to ensure that they can access pre-authorized treatment, please see Chapter 8 for further details.

Necessary or pre-planned healthcare arising whilst referred in the UK

- 2.11 For the avoidance of doubt, CfHSC and the States of Guernsey is only liable to cover the cost of pre-authorized treatment. This includes travel to and from the UK and, in some cases, accommodation as well as the treatment itself. Under current arrangements this also covers healthcare in the 24 hours before and after the pre-authorized treatment.
- 2.12 CfHSC is not liable for the costs of any stay that is taken by the patient for personal reasons that is additional to the pre-authorized treatment.
- 2.13 If a patient wishes to extend their stay in the UK before or after the pre-authorized treatment, any subsequent necessary healthcare (as defined in Chapter 3) will be covered under the Arrangement, not by CfHSC unless the healthcare is part of the pre-arranged pathway.
- 2.14 Patients who are referred to the UK for pre-authorized treatment can also arrange for pre-planned treatment if that is necessary for them to be able to complete their stay in the UK for the pre-authorized treatment. In these instances, CfHSC will be responsible for covering the costs of the pre-authorized treatment only, not the pre-planned treatment which, under the Arrangement, will be covered by the UK. If the need for pre-planned treatment is known at the time, the referring doctor should highlight the need for pre-planned treatment.

EXAMPLE 2A – necessary healthcare whilst referred for pre-authorized treatment

A Bailiwick resident is referred for pre-authorized treatment in the UK for a hip replacement. The patient opts to stay after the surgery in the UK with family for two weeks to help with the recovery. However, after the surgery the patient cuts their hand whilst preparing dinner. They visit their local NHS provider who treat the cut without cost as it is deemed necessary healthcare.

In this instance, CfHSC is liable to cover the costs of the pre-authorized treatment only. The necessary healthcare that followed was unrelated and so is covered by the Arrangement.

EXAMPLE 2B – pre-planned treatment whilst in the UK for pre-authorized treatment

A Bailiwick resident is referred for pre-authorized treatment in the UK for a hip replacement. However, in order to be able to fulfil their stay for the surgery they will also need kidney

dialysis. This requirement should be highlighted in the referral letter by the referring doctor although the patient should also contact the NHS provider directly regarding the arrangements. The costs of the dialysis will be covered by the NHS provider, whilst CfHSC will only be liable to cover the cost of the pre-authorized treatment.

EXAMPLE 2C – follow-up appointment following personal stay after pre-authorized treatment

A Bailiwick resident is referred for pre-authorized treatment in the UK for a hip replacement and is asked to return for a follow-up appointment two weeks following discharge. The patient opts to spend these two weeks with family in the UK. The follow-up appointment is part of the pre-authorized pathway and therefore CfHSC is liable for the cost of that appointment as well.

Pre-authorized treatment for students

- 2.15 Students are considered ordinarily resident in both the UK and the Bailiwick. However, they are still eligible for pre-authorized treatment under this Arrangement as long as it adheres to the terms set out, that is that they must be referred in line with CfHSC's processes including the requirement for them to return to Guernsey to be referred.
- 2.16 However, Bailiwick students should still be encouraged to register with their local UK GP, and should ensure that they advise their Bailiwick based GP that they are intending to go to the UK to study. This is so that existing treatment arrangements can be continued between the two jurisdictions.
- 2.17 CfHSC should also use existing partnerships and contracts for students. This means that the healthcare provider that they are referred to may not necessarily be the one that is nearest to where they are living and studying. If a student wishes to receive treatment nearer to them, they should be advised to seek a referral from their UK GP. It should also be noted that CfHSC does not cover the costs of travel within the UK.
- 2.18 Students can access pre-authorized treatment only while they are attending university in the UK. If they choose to remain in the UK after their studies, they will cease to be ordinarily resident in the Bailiwick and so no longer eligible for referral by CfHSC. This means that students should be advised to consider and make arrangements for their longer-term treatment pathways where necessary.
- 2.19 For the avoidance of doubt, such arrangements also apply to students who wish to have gender treatment funded by CfHSC at the London Transgender Clinic (LTC). However, this funding will cease if that student chooses to live in the UK once their studies have finished.

EXAMPLE 2D – a Bailiwick student seeking pre-authorized treatment whilst studying

A student at Liverpool University wishes to have their orthopaedic treatment funded by CfHSC. The student has returned to Guernsey for referral by a consultant, and the referral team have advised that the nearest NHS provider which CfHSC has a contract with is NHS Wrightington, Wigan and Leigh.

The student has two options:

- 1. Continue with the referral, where treatment will be provided for free through CfHSC in line with existing processes. Travel within the UK is not covered.*
- 2. Decline the referral and opt for treatment by NHS Liverpool, which will not be covered by CfHSC but is closer to where they live. This must be arranged with the Liverpool-based GP as otherwise NHS Liverpool may treat the student as a private patient.*

EXAMPLE 2E – a Bailiwick student who is accessing pre-authorized gender treatment is approaching the end of their course of study

A Bailiwick student has been studying in London. Whilst in London they have been receiving funding for their gender treatment at the London Transgender Clinic, as this is the only provider that CfHSC has a partnership with for gender identity disorders in the UK. However, the student is in their final year of their undergraduate degree and is intending to remain in the UK. This means that the student will be ordinarily resident in the UK, not the Bailiwick, and will no longer be funded for their gender treatment by CfHSC.

The student has contacted their Bailiwick-based GP and their UK GP to advise them of the situation, who have assisted in referring them on to a different provider to continue treatment. The new provider's waiting lists will apply which may result in a temporary delay to the continuation of treatment.

Pre-authorized treatment for residents of Alderney and Sark

- 2.20 Under the Arrangement residents of Alderney and Sark can also access pre-authorized treatment. Guernsey has negotiated and agreed a bilateral agreement with each island which sets out how this will work. For further details please see chapter 7 for Alderney and chapter 8 for Sark.

3. Accessing Necessary Healthcare in the Bailiwick

This chapter sets out in greater detail what is meant by necessary healthcare, the terms of access and how to prove eligibility.

Services provided under the Arrangement

- 3.1 The Arrangement requires the Bailiwick to afford necessary healthcare to a UK eligible person on the same terms as would apply in England to a person ordinarily resident in England.
- 3.2 In practice this means that a UK visitor will only pay for services that they would pay for if they were in England. This means that in practice most services that are provided by recognised providers are free of charge, including:
- A&E services
 - Ambulance services
 - Primary Care and GPs
 - Secondary Care
- The Arrangement is based upon a ‘waiver’ model, i.e. the patient is not charged for treatment provided.
- 3.3 There are some co-payments that a UK visitor to the Bailiwick is liable to pay for, and this is set at the rate at which a Bailiwick person resident in the Bailiwick would have to pay. These are detailed at paragraphs 3.22-3.23.
- 3.4 Some services, such as ophthalmology, dentistry and physiotherapy, may fall within the services provided above. Further guidance on these treatments is detailed in paragraphs 3.18-3.21.
- 3.5 Bailiwick residents will also be able to access necessary healthcare in the UK on the same terms as would apply to a person ordinarily resident in the UK. Separate guidance for the public has been developed and is available at www.gov.gg/rha. This should be referred to in the event that any queries are directed to a recognised provider.

What is necessary healthcare?

- 3.6 Healthcare provided must be deemed necessary by a clinician in order for it to be free of charge under the Arrangement. If healthcare is not deemed to be necessary, then full charges will apply.
- 3.7 Only clinicians can make an assessment as to whether a patient’s need for treatment is necessary to enable the visitor to complete their intended length of stay. In order to do this, they may first need to make initial assessments based on the patient’s symptoms and other factors and conduct further investigations to make a diagnosis.

Urgent treatment

- 3.8 Treatment that a patient needs promptly is classed as necessary. This means treatment that is needed to:
- Save the patient's life; or
 - Prevent a condition from becoming immediately life-threatening; or
 - Prevent permanent serious damage from occurring

All emergency care fulfils this criterion, as do consultations with GPs where an initial consultation is necessary to determine the cause of the issue.

- 3.9 Recognised providers must always provide treatment of this nature irrespective of whether or not the eligibility of the patient has been ascertained, and it must not be delayed or withheld to establish the patient's eligibility or to seek payment if required.
- 3.10 While urgency of treatment is a matter of clinical judgment, this does not mean that the treatment should be unlimited; there may be some room for discretion about the extent of treatment and the time at which it is given. In some cases, a patient undergoing immediately necessary treatment may be able to be stabilised to the extent that they are able to be safely discharged and complete their intended length of stay in the Bailiwick. They can then return home for further treatment rather than incur further avoidable charges. This should be done wherever possible, unless ceasing or limiting treatment would precipitate deterioration in the patient's condition.

EXAMPLE 3A – urgent necessary healthcare

A patient, who is a UK visitor to the Bailiwick, has presented at A&E with a broken leg sustained in a sports match. The clinician has assessed that this treatment is urgent and needs attention immediately to treat the broken leg.

The senior manager has, following initial treatment, found that this person was only in the Bailiwick for the weekend, and so even though they were visiting only for a short period this treatment could not have waited until they returned home. Under the Arrangement, the patient was not charged for the treatment provided.

Any further treatment, such as physiotherapy, would be delivered once the patient had returned to the UK.

Non-urgent necessary treatment

- 3.11 Treatment which clinicians do not consider to be immediately necessary, but which nevertheless cannot wait until that person has completed their stay in the Bailiwick and returned to the UK, also is classed as necessary healthcare.
- 3.12 This means that the longer a patient is expected to remain in the Bailiwick, the greater the range of their treatment needs that are likely to be regarded as urgent. However, the Arrangement only covers treatments for individuals whose length of stay in the Bailiwick is not expected to last longer than six months. If their stay is longer than six months then they should be subject to the relevant charges, that is on the same terms as a Bailiwick resident on the proviso that they have registered as ordinarily resident at that point.
- 3.13 Clinicians may base their decision as to whether a treatment can reasonably wait until that patient completes their stay in the Bailiwick on a range of factors, including:
- The pain or disability a particular condition is causing;
 - The risk that delay might mean a more involved or expensive medical intervention being required, or
 - The likelihood of a substantial and potentially life-threatening deterioration occurring in the patient's condition if treatment is delayed until they leave the Bailiwick.
- 3.14 Initial consultations should be classed as necessary healthcare, as they are necessary in order to determine the cause of the issue.
- 3.15 If a clinician deems the treatment not to be urgent, and to be of the nature that it could have reasonably waited until that patient completes their stay in the Bailiwick, then the patient must be charged at the usual rate.

EXAMPLE 3B – non-urgent necessary treatment

A UK visitor has visited a Bailiwick GP with a muscle strain in their back. In this case, the clinician and senior manager should take into account the length of stay of the patient. If this person is visiting the Bailiwick on a weekend trip it could be said that this treatment could wait until they returned to the UK, in which case it would not be necessary treatment and the patient could be charged.

However, if that patient is due to stay for two months then it could be seen as necessary treatment to ensure that the back condition did not worsen, as well as taking into account the level of pain or discomfort it is creating for the patient.

Maternity services

- 3.16 In order to protect the lives of both mother and unborn baby, all maternity services must be treated as necessary. Maternity services includes all antenatal, intrapartum and postnatal services provided to a pregnant person or a person who has recently given birth. No one must ever be denied, or have delayed, maternity services due to charging or eligibility issues.
- 3.17 Babies born to UK parents whilst visiting the Bailiwick are also covered under the necessary healthcare provisions.

Ophthalmology and dentistry

- 3.18 Emergency eye or dental care is covered by this Arrangement where delivered in the Emergency Department, especially where it is not seen as reasonable to delay this treatment until the patient returns home. Examples would include an eye injury that left untreated would lead to blindness, or significant dental damage.
- 3.19 Dental or eye check-ups, and most routine treatments including emergency fillings, will not be covered under this Arrangement. This includes cosmetic dental treatments.
- 3.20 As always however, clinicians will need to exercise judgment as to whether the treatment is necessary, including consideration of how long that person is due to be staying in the Bailiwick

EXAMPLE 3C – ophthalmic treatment

A UK person has visited A+E following a fall from their bike. This resulted in a foreign object in their eye. The clinician determines that had treatment not been provided, there was a significant risk that the patient could have gone blind. That treatment was deemed necessary and so the individual was not charged.

A UK person is looking to get an eye test during their two week stay. This treatment is not deemed urgent, as the patient could have waited to return to their UK-based optician to have their eyes tested, so it was not classed as necessary healthcare and the patient was charged in full.

EXAMPLE 3D – dental treatment

A UK person suffered a fall and sustained damage to their jaw and lost several teeth. Given the nature of the injury they were taken to A&E where it was assessed as being necessary healthcare. The patient was therefore not charged.

A UK person has had a filling fall out whilst visiting family in the Bailiwick. As fillings are routine dental work this is not covered by the Arrangement and the patient is charged for the treatment.

Physiotherapy

3.21 Physiotherapy is covered under the Arrangement as long as it is deemed necessary for the patient to complete their stay. In terms of recognised providers, physiotherapy can only be provided by the physiotherapist located within an existing recognised provider's practice (generally the referring GP's primary care practice) or through the Guernsey Therapy Group.

For the avoidance of doubt, services not available free of charge under the NHS, e.g. osteopathy, are not covered under the Arrangement.

Co-payments

3.22 There are certain charges for which a UK visitor would be liable for. In these instances, the charging rate is the same as if they were a Bailiwick person resident in the Bailiwick. These treatments include:

- Prescriptions
- Medical aids and equipment – such as crutches and wheelchairs

3.23 The UK visitor should be informed that this is the case at the earliest opportunity, and payments should be processed in line with existing processes.

Mental health treatment

3.24 Treatment relating to mental health conditions should also be provided if it is deemed necessary. This may be in instances where the individual presents a significant threat to themselves or others.

Treatments that are classed as non-necessary

3.25 Treatments that do not fit the descriptions above are deemed non-necessary, and so should be charged at the normal rate. This will include routine checks and tests.

3.26 Vaccinations are not covered, except in the case where they become necessary to protect public health or where the duration of stay justifies it.

Assisted Reproduction

3.27 Assisted conception services are defined as any medical, surgical or obstetric services provided for the purpose of assisting a person to carry a child. Broadly speaking, this means any medicines, surgery or procedures that are required to diagnose and treat

infertility so a person can have a child. It includes procedures such as intrauterine insemination (IUI), in vitro fertilisation (IVF) and egg and sperm donation. Such treatments are not covered under the Arrangement.

- 3.28 Fertility preservation services, such as egg and sperm storage as part of a cancer treatment pathway, would be in scope of pre-authorised treatment as they are not considered to be assisted conception services. However, if a patient then wished to use a frozen embryo to conceive a pregnancy, this would be assisted conception and therefore out of scope of the Arrangement.

EXAMPLE 3E – non-urgent treatment

A UK visitor, in Guernsey for a month, has decided to visit a GP to treat their acne. In this example, the treatment is not necessary and so would not be covered by the Arrangement, regardless of how long that person was staying. The acne was not causing any pain or discomfort to the individual, and was not likely to cause a serious deterioration in their condition or require further serious treatment.

Necessary healthcare for UK eligible persons in Alderney or Sark

- 3.29 Whilst greater detail is provided at Chapters 7 and 8, for the purposes of recognised providers in Guernsey the following arrangements are in place for a UK eligible person requiring necessary healthcare in Alderney or Sark:

ALDERNEY

The States of Guernsey is responsible for the costs of:

- All treatment for necessary healthcare not provided by primary care in Alderney or the Alderney Ambulance Service
- Transport while in Alderney and Guernsey that is not undertaken by the Alderney Ambulance Service
- Transfer to Guernsey and any subsequent treatment for necessary healthcare there
- Transfer to the UK for treatment if necessary

SARK

The States of Guernsey is responsible for the costs of:

- Any treatment for necessary healthcare to a UK person once that person has landed in Guernsey from Sark
- Any transfer to the UK for further treatment

- 3.30 Where a UK visitor has made a claim for repayment against a recognised provider in Alderney or Sark for having paid for treatment that they should not have paid for, in the first instance this claim should be directed to CfHSC at ukrha@gov.gg who will review the claim and arrange for reimbursements as appropriate. CfHSC will repay the UK visitor and will then liaise directly with the recognised provider to recover funds.

Medical evacuation to the UK for further treatment

- 3.31 There may be instances where a UK visitor needs to be medically evacuated to the UK for further treatment. This may be because healthcare cannot be provided or is not appropriate to be provided in the Bailiwick.
- 3.32 Where medical evacuation is necessary, this will be arranged and paid for by CfHSC. However, once that person has reached the UK, CfHSC will not be liable for the costs of any subsequent healthcare provided. The process for arranging medical evacuation will not change as a result of the Arrangement.
- 3.33 In the rare occasions where medical evacuation is necessary to a territory or state other than the UK (for example France or Jersey) then CfHSC will arrange and pay for that medical evacuation and will be liable for the costs of any subsequent healthcare until that person can return to Guernsey. If the patient wishes to return directly to the UK CfHSC will pay the equivalent of the travel costs that would have been incurred had the patient returned to Guernsey and will recharge the difference to the patient.
- 3.34 CfHSC or the Medical Specialist Group is responsible for determining whether a person should be medically evacuated, and where to.
- 3.35 Depending on the nature of the treatment required in the UK, and the duration of that patient's originally intended stay in the Bailiwick, that patient may be able to return back to the Bailiwick to complete their stay as intended. The return travel to the Bailiwick will be arranged and paid for by CfHSC. In this case any necessary follow up treatment will be covered by the recognised provider in the Bailiwick.
- 3.36 Medical evacuation or transfer may also be required from Alderney or Sark to Guernsey. This is discussed in paragraph 3.29 and further in Chapters 7 and 8.

EXAMPLE 3F – medical evacuation

A UK visitor has suffered a fall on the beach and hit their head on a rock. CfHSC has determined that this individual requires immediate medical evacuation to the NHS Southampton.

CfHSC arranged and paid for the medical evacuation, as well as any treatments provided to that individual until they have arrived in the UK. The patient is then transferred to NHS Southampton and any subsequent treatments are covered by the UK provider.

4. Eligibility to access necessary healthcare

UK eligible persons

- 4.1 In order to be able to access necessary healthcare without charge, a UK visitor must be able to prove that they are a UK eligible person. This means that that person can produce a valid document that proves that they are ordinarily resident in the UK.
- 4.2 The Arrangement outlines which documents can be used to evidence eligibility for a UK visitor. This includes:
 1. A Global Health Insurance Card (GHIC)
 2. A UK issued European Health Insurance Card
- 4.3 Other evidence can also be used to confirm UK residence status including utility bills, driving licenses etc. There is a degree of flexibility granted to staff checking eligibility documentation and it is their discretion as to what may or may not be accepted, particularly acknowledging that UK visitors will not have certain documents such as proof of address with them for their travel.
- 4.4 All documentation presented must be current and in date. Recognised providers can also request additional photo ID if the documentation provided does not include a photo.
- 4.5 Electronic copies of documents may be accepted, and additional questions can be asked to assist in determining eligibility. However, if a recognised provider is not satisfied with the documentation provided, or is not provided with any, then they must charge the patient the full cost of treatment.
- 4.6 If the patient is not able to prove eligibility, whether that is because they did not have the correct documentation with them or they were not aware they would be covered at the time of treatment, they can seek repayment for treatment by contacting ukrha@gov.gg.

Other conditions to access necessary healthcare

- 4.7 In addition to providing valid documentation to prove UK eligibility, there are other conditions which must be met to ensure that an individual can access necessary healthcare under the Arrangement. A member of staff must be satisfied that these conditions are met to access free necessary healthcare.
- 4.8 **The person must not have travelled to the Bailiwick for the purpose of receiving that healthcare.**

This means that treatment is usually covered as necessary healthcare if that condition arose after arrival in the Bailiwick, became worse after arrival in the Bailiwick, or is likely to become worse without treatment once they arrived in the Bailiwick.

- 4.9 Whilst in most cases as it is not expected that an individual will travel when they are requiring necessary healthcare, there are some instances where this might happen, for example to receive continuity of care where they had previously lived in the Bailiwick, or to have family support following treatment. If it is judged that the individual travelled to the Bailiwick to receive that healthcare, then they will not be eligible to access that healthcare for free under the Arrangement.
- 4.10 The exception to this is a person who is a passenger or member of the crew on a vessel or aircraft who is travelling to the Bailiwick, and during transit healthcare became necessary on medical grounds. Example 4 below discusses how cruise passengers are covered.
- 4.11 **A UK visitor must be staying in the Bailiwick for a period not exceeding and not expected to exceed six months.**
- If they are staying for any longer, they will not be covered by the Arrangement.
- 4.12 However, persons who are in the middle of treatment at the end of their six-month stay will be allowed to finish that treatment free of charge, rather than it becoming chargeable as soon as the six-month period has elapsed.
- 4.13 Students studying in the UK on a course longer than 6 months are deemed to be ordinarily resident in both the UK and the Bailiwick, so will be able to access NHS services in the UK. However, when they return to the Bailiwick, for example during summer holidays, and request treatment they should be treated as a Bailiwick resident.

EXAMPLE 4 – cruise ship passenger

A UK cruise passenger has come ashore in Guernsey having been suffering with pneumonia, which requires urgent treatment. In this case, further information is needed to determine whether they will be covered by the Arrangement. If the illness developed after departing their last port, and Guernsey was the next port, then they will be covered.

However, if illness arose earlier in the cruise, and that individual waited until they reached Guernsey, it could be argued that they had travelled to Guernsey for the purposes of receiving healthcare, which would mean the treatment would not be covered. It would therefore come down to the clinician's and/or senior manager's assessment of the situation.

In addition, if treatment was not sought earlier because the illness was not serious enough, but worsened before reaching Guernsey, they should be covered but will again require judgment from the clinician/senior manager

In all cases, if the passenger required medical evacuation from the cruise ship, this would not be covered by the Arrangement

5. Arranging pre-planned treatments

This chapter sets out further detail on the provision of pre-planned treatments.

- 5.1 Visitors from the UK may require certain treatments, which are known to be needed in advance of travel, to ensure that they can carry out their stay in the Bailiwick. The Arrangement allows for the provision of specified treatments of this nature without charge. These treatments are:
- Kidney dialysis
 - Oxygen therapy
 - Special asthma treatment
 - Echocardiography in the case of autoimmune diseases
 - Chemotherapy
- 5.2 Where a UK visitor requires such treatment, they must make arrangements for it with the recognised provider in advance. Recognised providers must then arrange for the requested treatment in line with existing booking procedures, including clinical priorities and waiting lists. They should also request documentation that proves UK residence.
- 5.3 Recognised providers may also decline the advance request for pre-planned treatments. The reasons why they can be declined are:
- Lack of capacity at the time or date the patient requests for treatment
 - Staff absence that would affect the delivery of the treatment
 - That treatment is not currently funded and provided to Bailiwick residents
- 5.4 For the avoidance of doubt, Bailiwick residents requiring such pre-planned treatments when visiting the UK must also make their own arrangements with the UK healthcare provider directly. It is not the responsibility of any recognised provider to arrange treatments on behalf of a Bailiwick eligible person, however they may wish to do so when pre-planned treatment is necessary for a Bailiwick eligible person to access pre-authorized treatment.
- 5.5 Providers for each of the specified pre-planned treatment have their own processes in place to arrange treatment. If required, please direct further queries to the following (or to ukrha@gov.gg and 01481 222510):
- Kidney dialysis - renalunit@gov.gg or 01481 711495
 - Oxygen therapy – service@hcoxygen.com or 01481 257030
 - Special asthma treatment - ukrha@gov.gg and 01481 222510
 - Echocardiography in the case of autoimmune disease - ukrha@gov.gg and 01481 222510
 - Chemotherapy - ukrha@gov.gg and 01481 222510
- 5.6 It is recognised that there are certain other conditions that can be arranged before travel and are necessary for the completion of a period of stay, but are not listed in

Annex B. For the avoidance of doubt these can still be arranged but should come under the provisions for necessary healthcare, and must therefore meet the conditions for it including whether that treatment is medically necessary to complete their stay. For example:

- Eye injection – a visitor to the Bailiwick may require this in a timely manner to prevent going blind. This may be seen as necessary healthcare and so can be provided free of charge and arranged in advance of travel
- Hydrotherapy – a visitor to the Bailiwick may have weekly hydrotherapy sessions, however missing one session is unlikely to cause serious harm or a deterioration of their condition. This may be determined as not necessary healthcare and therefore may be charged (though length of stay may become a factor if a visitor is here for a longer time period).

5.7 Recognised providers should also make record of any UK visitor seeking pre-planned treatment through the Arrangement to assist with monitoring. Information should include:

- Personal details of the individual – name, date of birth
- Date of appointment
- Treatment received
- Cost of treatment provided (i.e. what the patient would ordinarily be invoiced)
- Whether the appointment was approved or rejected (and if so on what grounds)

6. The role of the recognised provider and its staff

This chapter sets out the roles, processes and procedures that need to be undertaken by staff working for recognised providers, including clinicians, senior managers and administrative staff.

Recognised providers

- 6.1 The Arrangement requires the Bailiwick to designate certain healthcare providers as 'recognised providers.' This means that a UK visitor seeking treatment at a healthcare provider that is not a recognised provider would not be covered by the Arrangement.
- 6.2 The recognised providers are set out in this guidance document at paragraph 1.4 and on the States of Guernsey website at www.gov.gg/rha.
- 6.3 It is worth noting here that each recognised provider has negotiated and agreed with the States of Guernsey their own approach to operating the Arrangement in terms of waiving the costs for UK eligible persons. It is important that staff at each recognised provider are aware of the approach and implement it accordingly.
- 6.4 In order to enforce the terms of the Arrangement, all recognised providers will need to have systems in place be able to implement it. This includes:
 - Staff who are familiar with the requirements of this Arrangement, including who is eligible for coverage and on what terms
 - Staff who are able to determine whether patients are eligible, and whether they have the necessary documentation
 - Clinicians who are able to identify whether treatment provided is deemed necessary based on urgency and duration of stay of the patient.
 - Processes in place to ensure that information relating to a decision on necessary healthcare is shared between clinicians, senior managers and staff responsible for invoicing and payments.
 - Processes in place to manage and arrange pre-planned treatment
 - Processes in place to ensure that arrangements under service level agreements can be carried out in the required timescales
 - A system to monitor the implementation of the Arrangement, including recording numbers of patients treated, costs of treatment etc.
- 6.5 It is recognised that each recognised provider will have their own system and processes that might differ from other such providers. The following sections are therefore indicative and seen as a guide to how they should implement the Arrangement.

The role of clinicians, senior managers, administration staff

Clinicians

- 6.6 Clinicians includes all staff in a clinical role who may be required to administer treatment to UK eligible patients.
- 6.7 The main role of the clinician under the Arrangement is in determining whether the healthcare provided is necessary or not. Only clinicians can make an assessment as to whether a patient's need for treatment is necessary. In order to do this, they may first need to make initial assessments based on the patient's symptoms and other factors, such as length of stay, and conduct further investigations to make a diagnosis. Further information on what constitutes necessary healthcare can be found at Chapter 3.
- 6.8 Clinicians also have a responsibility to ensure that it is documented, either themselves or by a designated member of staff, what decisions they make with regards to whether a treatment provided to a UK visitor was necessary. This should include the treatment provided and a brief description of why it was deemed necessary. They should also ensure that this information is passed on to the senior manager or relevant administrative staff where necessary.
- 6.9 For the avoidance of doubt, clinicians should deliver treatment as required whether it is necessary or not. They will then, upon being made aware that the patient is eligible for free necessary healthcare under the Arrangement, be required to determine whether the treatment they provided is deemed necessary or whether their service is chargeable.

Senior Managers responsible for applying the Arrangement

- 6.10 Recognised providers are recommended to ensure that they have at least one member of staff with sufficient authority responsible for ensuring that the Arrangement can be implemented and for guiding and monitoring its operation.
- 6.11 This designated person(s) must ensure the compliance of their recognised provider with the Arrangement and accompanying guidance provided by the CfHSC. Their role is to see that the Arrangement has been properly implemented and is being applied to all affected patients. They must therefore have a good knowledge and understanding of the Arrangement.
- 6.12 Senior Managers will be responsible for collating information relevant to a person's claim of eligibility. This will include reviewing eligibility documentation provided by the UK patient, and assessing the information provided by the clinician alongside any other information that might be necessary to make a decision, for example length of stay in the Bailiwick. Staff may wish to make further enquiries to assist in their decision-making.

- 6.13 Information relating to a decision on whether a patient is covered by the Arrangement should also be shared with staff responsible for issuing invoices as soon as possible to ensure that patients are charged appropriately.
- 6.14 Information relating to a decision as to whether a UK patient's treatment was necessary or not should be stored in the event that they seek to make a claim for repayment against the recognised provider.
- 6.15 Senior Managers will also need to record and store the information outlined at paragraph 6.20. This information will be used to inform the regular review of the Arrangement, initially at six monthly intervals within the Bailiwick. Senior Managers will therefore also be required to liaise with CfHSC as part of this review.

Administrative staff

- 6.16 Administrative staff may be delegated responsibilities by senior managers to assist in the application of the Arrangement. Tasks may include:
- Making or receiving initial enquiries into eligibility of the patient
 - Checking eligibility documentation
 - Assisting with the recording of the information set out at paragraph 6.20.
- 6.17 Administrative staff responsible for charging patients will also be instructed as to whether the UK patient is liable to pay for the treatment received. If the patient is covered by the Arrangement, they should not be charged. If they are not covered by the Arrangement, they should be invoiced and charged in accordance with existing procedures. This process should be carried out in line with the agreements in place with CfHSC where necessary.

Example of the process for necessary healthcare

- 6.18 The following section seeks to provide an example of generally how the Arrangement should be applied in terms of necessary healthcare. However, it is recognised that there may be other circumstances that affect application of the Arrangement and staff are expected to use their best judgment in these situations. It is also recognised that recognised providers may wish to implement their own system which may differ from that set out below.

A patient has arrived at a recognised provider with a broken wrist. They are seen by a clinician who first uses an X-Ray to understand the extent of the break, and then puts the wrist in a cast to allow it to heal.

When the patient is discharged they point out that they are from the UK visiting family for the week and are aware that they may be an eligible person under the Arrangement.

1. Staff should first seek to be provided with eligibility documentation as set out in Chapter 3. In this instance, the patient is able to provide their GHIC which proves that they are a UK eligible person.
2. The senior manager should be notified and should review the documentation provided. At this point it may also be necessary to ask further questions of the patient, such as when they are intending to leave the Bailiwick.
3. The senior manager should then ask the clinician to provide an assessment as to whether they believe the treatment was necessary or not. If required they can notify the clinician of relevant information such as duration of stay.
4. The clinician in this case assesses the treatment to have been necessary, and this is recorded in the patients notes. The senior manager should notify the patient and the staff responsible for processing payment that this is the case and that the charge has therefore been waived. No invoice is produced for the patient.
5. The senior manager should then ensure that the decision is documented at the earliest opportunity. This should include the nature of treatment provided, a note of the eligibility documentation provided, and the clinician's assessment as to whether it was necessary or not.
6. The senior manager (or delegated administrative staff) should also record the information outlined in paragraph 6.20 at the recognised provider's central record.

What should the recognised provider do if the patient cannot provide appropriate eligibility documentation?

Recognised providers have a degree of discretion in checking eligibility documentation. If they do not have a GHIC or EHIC, or the recognised provider is not satisfied of its validity, they should ask if they can provide any other forms of documentation that act as proof of eligibility. This may include things like return travel tickets or proof of stay at a hotel. It is also at the discretion of the recognised provider whether electronic forms of documentation will be accepted.

If the individual does not have any appropriate documentation with them, staff should advise that they can submit a repayment claim to CfHSC at ukrha@gov.gg stating that they are a UK eligible person who did not have the right documentation with them. Copies of eligibility documentation should be attached to this claim. However, the patient must still be invoiced.

What should the recognised provider do if the clinician assesses the treatment to not be necessary?

The patient should be informed of the clinician's decision and invoiced. If the patient wishes to challenge the decision they should be directed to contact CfHSC at ukrha@gov.gg. Once notified HSC will request relevant information from the recognised provider relating to this

treatment. HSC will then decide whether the decision made by the clinician was appropriate or not and whether the patient should be required to pay or if they should be given a repayment.

Recording information

- 6.19 All recognised providers are required to keep record of patients that advise that they may be eligible under the Arrangement. This is so that CfHSC has relevant evidence to support the regular reviewing cycle.
- 6.20 At a minimum recognised providers are asked to record:
- The number of patients who advise that they may be covered by the Arrangement
 - The number of patients who are determined to be covered by the Arrangement
 - The number of patients who are determined not to be covered by the Arrangement, and on what grounds
 - The cost of the treatments that are waived under the Arrangement
 - The types of treatment provided under the Arrangement

Repayment in the event of incorrect charge

- 6.21 Where a UK eligible person has been charged by a recognised provider for necessary healthcare incorrectly, that person must submit an application to CfHSC via ukrha@gov.gg in the first instance to ensure that person can be repaid.
- 6.22 There are a number of reasons why a UK eligible person may have been charged when they should not have been and will seek repayment:
- That person was not aware at the time of treatment that they could be covered by the Arrangement
 - That person did not have their eligibility documentation with them, for example it was left in the UK
 - That person wishes to challenge the decision made
- 6.23 Where a patient has requested that they be repaid, they must submit a copy of the invoice and supporting information to CfHSC. This should include eligibility documentation, information of the treatment received, their trip to the Bailiwick and anything else that might assist in determining that they were eligible. It should also include copies of the original invoice or receipt. Claims for reimbursement must be submitted within a year of the date of the payment.
- 6.24 Where necessary CfHSC will ask the recognised provider for information to assist in their decision.
- 6.25 If it is decided that the patient should be repaid then CfHSC will inform the recognised provider. CfHSC will arrange for the patient to be repaid and will then seek to be reimbursed by the recognised provider.

Additional support

- 6.26 CfHSC are acting as the central point of contact for issues relating to the Arrangement, including assessing claims for reimbursement.
- 6.27 For any queries please contact: ukrha@gov.gg, telephone 01481 222510.

7. Specific guidance for Alderney recognised providers

How the Arrangement applies to Alderney

- 7.1 The Arrangement applies to Alderney in the same way as it does to the other islands of the Bailiwick. This means that UK eligible persons have access to necessary healthcare on the same terms as would apply in England to a person ordinarily resident in England, save for any co-payments as discussed in Chapter 3.
- 7.2 For Alderney this means that services such as GP appointments and the ambulance service will now not charge UK eligible persons. Secondary care at the Mignot Memorial Hospital will also be free of charge to UK eligible persons.
- 7.3 Recognised providers in Alderney will have the same responsibilities as recognised providers in Guernsey. Please see Chapter 6 for more detail.
- 7.4 The recognised providers in Alderney are:
- Island Medical Centre – Alderney
 - Alderney Ambulance Service
- 7.5 Healthcare will only be afforded where it is deemed necessary by the healthcare provider, and that person did not travel to Alderney for the purposes of receiving that healthcare. They must also have valid eligibility documents as outlined in Chapter 4.
- 7.6 The States of Alderney must ensure that recognised providers are aware of the requirements of the Arrangement and that necessary arrangements are in place for payment of charges related to treatment/transport of UK visitors that it is responsible for.
- 7.7 The States of Guernsey is coordinating the application of the Arrangement, for any further queries or information please contact ukrha@gov.gg or telephone 01481 222510.

Bilateral arrangement between Guernsey and Alderney

- 7.8 Given the nature of the healthcare relationship between Guernsey and Alderney, a bilateral arrangement has been negotiated between the States of Guernsey and the States of Alderney to manage the implementation of the Arrangement.

Necessary healthcare

- 7.9 The States of Alderney will cover the costs of UK visitors treatment (excluding co-payments) for the following services:
- Primary care delivered by the Island GP, including out of hours provision

- Any services delivered by the Alderney Ambulance Service (including transfers to medical evacuations)
- 7.10 The States of Guernsey will cover all other costs of UK visitors treatment and any transport while in Alderney and Guernsey. This includes transfers from Alderney to Guernsey and/or the UK for further treatment where considered necessary by a healthcare provider. It does not include transfers by Alderney Ambulance Service in Alderney, which will be covered by the States of Alderney.
- 7.11 The States of Guernsey is coordinating the application of the Arrangement in the Bailiwick. Where a UK eligible person has paid any sum to a recognised provider for necessary healthcare when it was not required, the repayment process will be administered by the States of Guernsey. However, the States of Alderney may be liable for repayment of costs where there is a dispute with a recognised provider based in Alderney for treatment for which the States of Alderney is responsible for covering the costs of.

Pre-authorised treatment

- 7.12 Secondary healthcare is provided by the States of Guernsey to Alderney under the transferred services of the 1948 Agreement. As such Alderney residents are already covered by the Committee for Health & Social Care's referral service and there will be no change to the current arrangements.

UK eligible person with second homes in Alderney

- 7.13 For the avoidance of doubt, UK eligible persons who own second homes in Alderney will be covered under the terms of the Arrangement in the same way as any other visitor to Alderney from the UK, as long as their stay is for shorter than six months. This means that second homeowners will be able to access necessary healthcare and will be able to arrange pre-planned treatment in Alderney. They will not be eligible for pre-authorised treatment in the UK.

8. Specific guidance for Sark

How the Arrangement applies to Sark

- 8.1 The Arrangement applies to Sark in the same way as it does to the other islands of the Bailiwick. This means that UK eligible persons have access to necessary healthcare on the same terms as would apply in England to a person ordinarily resident in England, save for any co-payments as discussed in Chapter 3.
- 8.2 For Sark this means that treatment delivered by the Island's GP surgery and first responders will be free of charge for eligible UK persons if that healthcare is deemed necessary by a clinician.
- 8.3 Only treatment administered by a recognised provider is covered by the Arrangement. The recognised provider(s) in Sark are:
 - Sark Medical Centre
 - Sark first responders
- 8.4 Healthcare will only be afforded where it is deemed necessary by the healthcare provider, and that person did not travel to Sark for the purposes of receiving that healthcare. They must also have valid eligibility documents as outlined in Chapter 4.
- 8.5 Sark Chief Pleas must ensure that recognised providers are aware of the requirements of the Arrangement and that necessary arrangements are in place for payment of charges related to treatment/transport of UK visitors that it is responsible for.
- 8.6 The States of Guernsey is coordinating the application of the Arrangement, for any further queries or information please contact ukrha@gov.gg or telephone 01481 222510.

Bilateral arrangement between Guernsey and Sark

- 8.7 Given the nature of the healthcare relationship between Guernsey and Sark, a bilateral arrangement has been negotiated between the States of Guernsey and the Chief Pleas of Sark to manage the implementation of the Arrangement.

Necessary healthcare

- 8.8 The Chief Pleas of Sark will cover costs of UK visitors treatment (excluding co-payments set out in Chapter 3) and any transport required to seek further medical care while in Sark. It will also cover costs of transport from Sark to Guernsey in the event that further treatment is required.

- 8.9 This will therefore include treatment delivered by the Island's GP surgery (including nurses) and first responders. It also includes Sark Ambulance and the Marine Ambulance for transfer to Guernsey.
- 8.10 Where an injury/condition first arose during transit through Guernsey to Sark, and requires ongoing treatment to enable them to stay as planned in Sark, Chief Pleas of Sark will also cover that treatment. Furthermore, ongoing treatment once a person returns to Sark to continue their stay having received necessary medical care in Guernsey that first arose in Sark should also be covered by Sark Chief Pleas.
- 8.11 The States of Guernsey will cover all costs of UK visitor treatment and any transport once they have arrived in Guernsey. It will also cover costs for transport to the UK for further treatment where considered necessary.
- 8.12 The States of Guernsey is coordinating the application of the Arrangement. Where a UK eligible person has paid any sum to a recognised provider for necessary healthcare when it was not required, the repayment process will be administered by the States of Guernsey. However, the Chief Pleas of Sark may be liable for repayment of costs where there is a dispute with a recognised provider based in Sark for treatment for which the Chief Pleas of Sark is responsible for covering the costs of.

Pre-authorised treatment

- 8.13 CfHSC in Guernsey is the referring authority for Bailiwick eligible persons for treatment in the UK. Referrals will be made based on CfHSC policies and only where treatment cannot be provided or is not appropriate to be provided in the Bailiwick.
- 8.14 For residents of Sark, the costs of pre-authorised treatment will be fully covered by the person seeking treatment and underwritten by the Chief Pleas of Sark. This cost will include the treatment and any associated costs as invoiced by the NHS and administration costs incurred by CfHSC in making the referral and recovering the costs. There will be no support provided for arranging transport, accommodation etc.
- 8.15 This means that a Sark person must be referred by an authorised clinician in Guernsey in the first instance. They will then be informed whether they have met the criteria and asked to sign an agreement to confirm it and commit to the terms and conditions for payment before the referral is made. Patients with insurance should ensure that they have provided the relevant details to CfHSC so that any payments can be made directly from the insurer to the UK healthcare provider.
- 8.16 Once the treatment has been delivered, the States of Guernsey will reimburse the UK healthcare provider. The Sark eligible person will be invoiced and required to pay in full within 30 days. If not paid within 60 days, the Chief Pleas of Sark will be invoiced and required to pay within 30 days (i.e. 90 days after the original invoice was sent). The Chief Pleas of Sark will then be responsible for recovering funds from the Sark eligible person.

- 8.17 If the patient is insured then in most cases the invoice will be settled directly between the insurance provider and the UK healthcare provider. If this does not happen then the Sark eligible person must inform the States of Guernsey of their insurance details at the earliest opportunity so that the insurance provider can cover the costs.
- 8.18 Where pre-authorised treatment is required in emergency situations, the Sark patient will in most cases be assessed in Guernsey in the first instance before being referred to the UK. CfHSC will ensure that the patient signs an agreement to confirm the treatment and committing them to the terms and conditions for payment, as well as confirming insurance details if held, at the earliest appropriate opportunity.
- 8.19 It is important that recognised providers in Sark and in Guernsey are aware of the above process so that pre-authorised treatments are paid for within the timeframes required. It is also important to ensure that insurance details are secured where held by Sark eligible persons so that the settling of invoices can be done directly between the UK healthcare provider and the insurance company.