Wandsworth Borough Council

Adult Social Care Contributions Policy 2026-27

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1. Introduction and Legal Basis

1.1 The aim of the Council's Adult Social Care Contributions Policy is to produce a consistent and fair framework for charging and financial assessment. This policy applies to all adult service users who receive care and support services following an assessment of their care needs and individual financial circumstances. For this policy, an adult is any service user aged 18 and above.

1.2 This policy has been developed in line with the Care Act 2014, a single legal framework for charging in Adult Social Care. Section 14 of the Care Act 2014 gives local authorities the power to charge adult service users and carers in receipt of direct care and support. Section 17 of the Care Act 2014 permits local authorities to undertake an assessment of financial resources. The financial assessment will determine the levels of a service user's financial resources and the amount, if any, that they are able to pay towards their care and support services.

1.3 The amount a service user is calculated to be able to pay is known as the assessed contribution. This contribution, along with a contribution from the Council and/or NHS, will go towards their individual Personal Budget, that is, the amount calculated as required to fund their necessary care and support.

1.4 This policy will be applied consistently to all service users regardless of how they are receiving their services. Everyone will contribute towards the cost of their care depending upon their means, and as such all will be offered a financial assessment. No one will be charged more than it is reasonably practicable for them to pay.

1.5 This policy is regularly reviewed, and any changes agreed by the Council will be reflected in an updated policy document.

1.6 We will always consider a person's individual circumstances to ensure fairness so that they are not unreasonably disadvantaged.

2. Financial Assessments

2.1 The Council will provide information and advice about the financial assessment process to service users when they first begin an assessment of needs. A financial assessment will be initiated at the point of first contact.

2.2 Service users can ask for assistance in completing the financial assessment form. This can be arranged with a Council financial assessment visiting officer, or, if preferred, an independent advocate.

2.3 Service users who are subject to a financial assessment will be offered a welfare benefit check by the Disability and Social Care Advice Service (DASCAS) to ensure that they are receiving all the income that they are entitled to.

2.4 Evidence will be required to substantiate a service user's financial circumstances. This would normally include three months' bank statements for any bank account held.

2.5 If the Council decides that a service user, or representative of a service user, has deliberately deprived themselves of an asset or income to reduce the charge for care

and support, the Council will charge the service user as though they still owned the asset or income.

2.6 When there is a delay in completing a financial assessment resulting from the service user failing to provide complete information, the Council may seek to recover back-dated contributions from the start date of the service. Although every effort will be made by the Council to undertake a financial assessment using available information to provide an accurate financial assessment.

2.7 If a service user or their representative declines/refuses a financial assessment or does not engage with the financial assessment process, they will be required to pay the full cost of their care and support from the start date of care provision.

2.8 Following the financial assessment, the Council will endeavor to notify the service user of the outcome prior to their agreement to a Care and Support Plan.

2.9 Service users will not be charged more than the amount determined by their financial assessment or the actual cost of their care.

2.10 Contributions are normally payable from the date care services commence.

2.11 A service user's assessed contribution will be reviewed on an annual basis, and any change will be communicated to the service user or their representative. This review usually takes place at the start of the financial year in April and is subject to any increase in state welfare benefits. In addition to the annual uprating, a full financial assessment review will be carried out annually, during which up-to-date financial information and supporting evidence will be requested to ensure the assessed contribution accurately reflects the service user's current financial circumstances. It is the responsibility of the service user or their representative to inform the Council promptly of any change in financial circumstances, including, but not limited to, changes to income, savings or capital. Where a service user or their representative fails to notify the Council of a change in income, any increase to the assessed contribution will be backdated to the date the change occurred. The Council reserves the right to recover any underpaid contribution as a result.

2.12 Where additional income or a state welfare benefit is awarded and the Council has not been notified at the time of the award, this will trigger a financial assessment review. Any additional income will be taken into account from the date it was awarded, and contributions will be reassessed and backdated accordingly.

2.13 There are some services exempt from the contributions policy. These include:

- NHS Continuing Healthcare support (in reference to the Continuing Healthcare support only)
- Aftercare services under S117 of the Mental Health Act (in reference to the aftercare services only)
- Services provided to people with Creutzfeldt-Jakob Disease (CJD) (this only applies to services provided for CJD any other services come under the contributions policy).

2.14 **Couples**

2.15 The Care Act 2014 states that a local authority has no power to financially assess couples or civil partners according to their joint resources and each person must be

treated as an individual. Therefore, where capital is held, and income is received on a joint basis the Council will regard this as being held or received equally and apply a 50/50 split. If there is information to the contrary, (e.g. where the only income received to a bank account is from one source), then the Council will treat the capital or income according to that information and explain the rationale behind any decision made, (e.g. to include 100% balance of a joint account within the financial assessment). For this policy, a couple is defined as two people living together as spouses or partners.

2.16 Although the Council does recognise that everyone should be treated as an individual as per 2.15 above. It also recognises that as a couple one of them may be the main income provider and whilst there is protection in the residential financial assessment this is not the case for the non-residential financial assessment. In view of this, where it is highlighted that the non- residential financial assessment will cause hardship to the other party then we will apply an 'income protection disregard' to mitigate against this. However, we may need financial information from the other party to be able to do so.

2.17 **Treatment of Property**

2.18 The Care Act 2014 specifies that the rules on what capital must be disregarded are the same for all types of care and support. However, the exception is a person's main or only home where the value of the property is considered for permanent residential care but not for any other types of care and support.

2.19 When carrying out the financial assessment reference will be made to the Care and Support Statutory guidance for all disregards that apply to income and capital.

2.20 A main property will also be disregarded from the financial assessment if it continues to be the permanent residence of a spouse or partner, or relative under the age of 18 or over 60.

2.21 Where a property is to be included in the financial assessment, the Council will apply a twelve-week disregard where applicable to allow the service user time to consider the options available to fund their future care costs.

2.22 **Reviews**

2.23 Service users can request a review of their financial assessment at any time. Such a review would need to be supported with evidence showing why the service user believes an error or omission has occurred.

2.24 A review will be accepted for the following reasons:

- Incorrect dates or amounts have been used.
- The contribution is incorrectly calculated.
- There is additional income and/or expenditure which was not included in the financial circumstances form.
- Costs in respect of a service user's disability are higher than the disregard of disability benefit income allowed by the Council and are not being met from the Personal Budget.
- There are exceptional personal circumstances concerning the service user's financial situation that make it unreasonable to pay the assessed contribution.

2.25 A review can be requested by telephone or in writing to the Financial Assessment Team (see 15.1). The service user will be notified of the outcome of this review in writing within two weeks.

2.26 Should a service user remain dissatisfied with the outcome of the financial assessment review, this would be handled under the Adult Social Care Complaints Procedure (see 15.2).

2.27 **Deprivation**

2.28 The deliberate disposal of income and capital to avoid or reduce care charges is known as Deprivation of Income and/or Capital. Disposal can take the form of transfer of ownership or conversion into a disregarded form. In all cases of dispute, it is up to the service user to prove to the Council that they no longer possess the income or asset and the reason for this. The Council will determine whether to investigate further under guidance contained in the Regulation of Investigatory Powers Act 2000.

2.29 It is recognised that everyone's personal circumstances differ. Although this policy will be applied as standard in most cases, we do accept that there may be instances where an individual's circumstance may mean that a more generous disregard or Minimum Income Guarantee (MIG) may need to be applied. Every instance of this nature will be considered following representation of all known facts and financial information.

3. Capital Limits

3.1 The capital limits refer to the levels of capital and/or savings to qualify for Council-funded care and support services. A person who has capital above the capital limit would not qualify for Council-funded care services.

3.2 As per the Care and Support Statutory guidance, the following items are considered as capital:

- Savings held in a bank, building society, post office or other account
- Premium Bonds
- Bonds, stocks and shares
- Property owned other than the main residence in which the service user lives.

3.3 For a financial assessment for non-residential care and support, the capital value of a person's regular home or dwelling will not normally be considered in the financial assessment.

3.4 The above is intended as a guide and does not cover all the possible types of capital income. A more substantial list can be found in the Care and Support Statutory guidance.

3.5 The capital limits for the financial assessments for all services are as follows:

	Amount of Savings	Implications for Financial Assessment
Lower Capital Limit	Below £14,250	If the total level of capital is below this amount, the service user will be financially assessed to pay nothing from their capital until their available capital exceeds this limit. **There will still be a contribution from any income.**
	£14,251 to £23,250	This is considered in full to calculate tariff income. Tariff income is calculated at a rate of £1 for every £250 above £14,250.
Upper Capital Limit	£23,251 and above	Savings more than this amount will mean the service user is not eligible for Council funding until their total capital falls below this limit.

3.6 **Self-funders and Full cost payers**

3.7 Service users with savings or capital more than the Upper Capital Limit (known as self-funders), or whose income is at a level where their assessed contribution matches or exceeds the total cost of their services (known as full cost payers), will be responsible for meeting all their care and support costs themselves. Self-funders requiring non-residential services will be offered information and advice on what options are available to them including how to arrange their own care. However, they are entitled to request that the Council do this for them, but an arrangement fee will need to be paid (see section 4). The arrangement fee applies to self-funders but not to full cost payers.

3.8 Where a service user has savings more than the upper capital limit, they can declare this prior to financial assessment and pay the full cost of service without providing further details. Alternatively, a full assessment can be requested to determine from what date the service user will become eligible for Council support.

4. Arrangement Fee

4.1 Service users with savings more than the upper capital limit (see 3.5) may ask the Council to arrange their care and support for them. The service user will be required to pay the full cost of the service as a self-funder.

4.2 Service users who ask the Council to arrange care and support for them must pay an arrangement fee to cover the Council's administrative costs for doing so (see 4.3 below).

4.3 The Care Act 2014 allows the Council to recover its costs in providing a service to a person who is regarded as a self-funder, the following criteria apply:

- The arrangement fee is in addition to the full cost of care and support.

- The arrangement fee covers the cost of negotiating and managing the contract, as well as the Council's administration costs.
- The arrangement fee does not include the cost of the financial assessment, needs assessment, or preparing the care and support plan, which are non-chargeable services.
- An agreement consenting to the fee and associated terms and conditions must be signed by the service user and Council before the fee can be charged.

4.4 The fee for service users from 1 April 2026 is £61.10 per week. The arrangement fee is payable from the date service starts. The fee will be invoiced monthly in arrears.

5. Personal Allowances

5.1 The Council will ensure that the financial assessment process provides service users with sufficient funds to cover basic needs such as food and housing costs. This amount, which is known as the 'Minimum Income Guarantee', is set by the government on an annual basis. The Council will set an annual figure for the minimum income guarantee, which is not lower than the level set annually by the Department of Health.

5.2 Some costs will only be included and protected by the Minimum Income Guarantee where the service user is liable for such costs e.g. housing costs if they hold the tenancy or rental agreement or if they are party to a mortgage and have a beneficial interest in a property.

5.3 Service users who are in receipt of a benefit due to their disability may have an additional allowance considered (see section 6).

5.4 Although a standard Minimum Income Guarantee (MIG) will apply in most cases, we do recognise that there may be individual circumstances that may mean a person needs to keep more of their income (see 2.24).

6. Disability Disregard

6.1 A service user who has additional costs due to their disability, or medical condition may be provided with an additional disregard. The Council will ensure that service users retain the ability to meet these costs. The Council may apply a standard disregard, or a person can ask for a full review of these costs.

6.2 Our contributions policy is regarded as person centered and, whilst it provides an automatic disregard of £15 per week to anyone in receipt of a benefit due to their disability, it does allow them at the time financial information is provided to declare that they have expenditure that is higher than the automatic disregard. This allows for a full review of their expenditure due to their disability to be provided. Once a full review is requested then the person's actual expenditure due to their disability will be considered, however, the automatic disregard will still apply even if a full review shows expenditure below the automatic disregard. If the expenditure is greater than the automatic disregard, then that will apply as a disregard in the financial assessment calculation.

6.3 When a full review of a person's expenditure due to disability is required, only costs incurred by the service user themselves will be considered as allowable expenditure. Examples include, but are not limited to:

- Community Alarm Systems
- Additional laundry costs
- Additional heating or metered water costs
- Special dietary needs
- Special clothing and footwear
- Purchase and maintenance of disability related equipment
- Specialist transport costs.

6.4 Supporting evidence will be required to enable the Council to consider disability-related expenditure as part of the financial assessment.

6.5 The Council reserves the right not to allow costs that should be met by other agencies and bodies, such as the NHS e.g. physiotherapy or incontinence supplies.

7. Non-Residential Services

7.1 Following a care and support needs eligibility assessment, the Council will carry out a financial assessment to see if a person can contribute towards their care and support that is to be delivered in their home and other community settings. The following services will, therefore, be financially assessed according to the Council's contributions policy for non-residential care services and these are but not limited to:

- Homecare
- Supported living
- Shared Lives services
- Day care services – both community and site based
- Befriending
- Respite stays
- Reablement and enablement following a period of up to 6 weeks of free service
- Housing-related support services.

7.2 In accordance with Section 14 of the Care Act 2014, the following services are outside the scope of this contributions policy:

- Community equipment including aids and minor adaptations less than £1,000
- Lunch at day services or frozen meals as these meals are ordinary living costs and allowed for within the financial assessment as a personal allowance – see section 5 (these will be paid for according to the Council's published fees and charges)
- Reablement and enablement for a period of up to 6 weeks (following which the service will be chargeable in accordance with this policy document)
- Assessment and reassessment of needs and financial circumstances

- Relevant services provided to service users mentioned in point 2.14.

7.3 **Night-time Care**

7.4 The highest rates of Attendance Allowance (AA) and Disability Living Allowance (DLA) include an element that is provided specifically for night-time care and support needs. The Council will disregard the higher rate element of AA and DLA where the Council is not providing night- time care.

7.5 Where paragraph 7.3 applies, the standard disability disregard set out in section 6.2 will not apply. However, service users may request an individual review of their disability-related expenditure, in line with the process detailed above, to consider costs incurred for disability-related items and services. Where an individual review is requested, the service user will be required to provide supporting evidence, such as receipts, invoices or proof of payment, to demonstrate that the expenditure has been incurred and that it is directly related to their disability.

7.6 Personal Independence Payment (PIP) is assessed differently and is not split between day-time and night-time care needs. As a result, only the standard disability disregard will normally apply. However, a service user may request a full review of their disability-related expenditure where they believe their costs exceed the standard allowance.

7.7 **Direct Payments**

7.8 Service users who are not self-funders or full cost payers will have the option to use their personal budget to fund Council commissioned services, or to take it as a Direct Payment with which they may purchase alternative types of care to meet their assessed needs, as defined in Sections 31 to 33 of the Care Act 2014. It is also possible to use a combination of both a Direct Payment and a Personal Budget.

7.9 Service users opting to receive their care and support costs through Direct Payments will receive payment to a dedicated bank account net of the contribution. The service user should pay their contribution into this bank account to ensure that their care needs are met in full.

7.10 The Council publishes a Direct Payment Staff guidance that sets out the criteria for care and support being managed in this way and this is available on request.

7.11 If a person has an outstanding adult social care debt then we receive the right to meet a person's care needs through commissioned care rather than a direct payment.

8. Residential Services

8.1 Following a positive eligibility care needs assessment, the Council will carry out a financial assessment to determine the amount of contribution towards a permanent residential care home placement.

8.2 If a person's full financial information is not immediately available, the Council might need to do a provisional financial assessment based on basic information. An adjustment to the invoicing may have to be done once a person's financial information has been verified.

8.3 The value of any property owned by a person living in a care home will normally be taken into account as part of their financial assessment, unless the property continues to be occupied by a spouse or partner, or by an immediate relative who is either under the age of 18 or aged 60 or over.

8.4 The Council publishes information regarding residential care charging, which is available on the Councils' website or in booklet form.

8.5 Payment to providers will normally be made net of the service user contribution with the provider collecting the contribution on behalf of the Council. However, this would be subject to the contractual arrangement with the provider. The provider does have recourse to the Council where they have been unable to collect the contribution providing evidence has been supplied that confirms the action taken to try and collect the contribution.

8.6 The Council will assess a service user's care needs and offer a Personal Budget to meet those needs where the eligibility criteria have been met. The maximum value of the Personal Budget will be based on the cost of the residential or nursing care that the Council have sourced to meet the assessed care needs.

8.7 **Third Party Top-Ups**

8.8 Should a service user wish to move into a care home that costs more than the usual weekly rate the Council pays for similar homes that have been sourced by the Council, then the Council's contribution will be based on their usual rate. An arrangement will need to be put in place to pay the excess weekly amount. The 'Usual rate' includes any assessed service user contribution, and in the case of nursing care, includes the Funded Nursing Care (FNC) element paid by the NHS. In these circumstances, the decision on the amount the Council considers appropriate will be communicated to the service user or their representative in writing.

8.9 If a service user wishes to live in a care home that costs more than the usual rate, then they can do so providing a third party is able to pay the additional cost for the duration of the placement. The third party must agree to meet the cost including any price changes that may occur. The service user and third party will be made aware of the cost and how to make payment. The third party will need to sign an agreement agreeing to the terms and conditions for the third-party payment. The top up will be reviewed annually.

8.10 Where a third party top up is to be paid, the Council will normally pay the care home the amount of the Personal Budget less the assessed contribution, which they should collect from the service user, and the third party will need to pay the difference directly to the care home.

8.11 If the Council does not believe the third party top up payment is sustainable then it has the right to decline it. This is to safeguard the service user from needing to move location in the future if the top up ceases.

8.12 The Council will recommend to the service user or their representative that they should take independent financial advice before they enter into a top up arrangement.

8.13 If a service user who is eligible to receive Council funding support decides to reside in another local authority area, the Council will match the rate usual for the local authority area in which the service user chooses to live.

9. Short-term Residential and Nursing Care

9.1 Following an eligibility assessment, the Council will carry out a financial assessment to determine the contribution towards care and support delivered in a care home on a temporary basis.

9.2 A temporary resident is defined as a service user whose need to stay in a care home is intended to last for a limited period, and where there is a plan to return home. The stay should be unlikely to exceed 52 weeks.

9.3 The financial assessment for a short-term stay in a care home will be conducted in accordance with the contributions policy for residential care.

9.4 Where a spouse or partner continues to reside in the same property as the service user, the Council will ensure that they continue to have an income of at least the minimum income guarantee (MIG) to which they would be entitled to and as advised by the Department of Health on an annual basis when updating the Care and Statutory Support guidance (see section 5).

9.5 If the service user intends to return to their home following the short-term stay, the value of their property will be disregarded from the financial assessment. The disregard will be reviewed depending on whether they continue stay in the care home after a period of 52 weeks and the individual circumstances around this.

9.6 If housing benefit is being paid, then this will be disregarded in the financial assessment.

9.7 The Council will ensure that any costs to keep and maintain a service user's home, including rent, utility bills and insurance premiums, are disregarded for the financial assessment. Similarly, any expenses that the service user would normally incur and would continue to pay will also be disregarded.

9.8 Charges will apply from the date of admission to the care home.

9.9 A new financial assessment will be required for each financial year in which a service user is temporarily placed in a care home.

9.10 Service users who have a temporary stay that becomes permanent will be assessed for a permanent stay at the date the need is confirmed, and care plan amended.

9.11 **Respite**

9.12 The financial assessment for a respite placement will be conducted in accordance with the contributions policy for non-residential services.

9.13 The Personal Budget for the weeks that the person is in respite care will be adjusted to take the additional cost into account. The person's contribution to the cost of their care for these weeks may also increase depending upon their financial assessment outcome at the time of the respite care.

10. Carers

10.1 The Care Act 2014 allows the Council to charge for support provided to carers when they have an eligible support need.

10.2 The Council does not currently charge carers for services appropriate to their assessed eligible needs. Carer's services do not include those being provided directly to the person being cared-for.

11. Variations to Planned Services and Contributions

11.1 Variations to a planned service will occur from time to time for many reasons such as if a service user is unwell or visiting relatives when they would not require their usual care and support. However, this does not automatically mean that the weekly service contribution will be reduced or not be payable.

11.2 A reduction to the assessed weekly contribution will only be considered in the following circumstances:

- Reasonable notice of absence has been given
- The service user has been admitted to hospital or short-term care in an emergency.

11.3 In other cases, when a planned service is not delivered, the service user will be expected to continue to pay their assessed contribution. In some cases, it may be possible to arrange for the care to be provided at other times in lieu of missed visits, but this will need to be pursued with the provider in question.

11.4 If it is established that a missed care call or inadequate care call is the fault of the provider and not the service user, who may be paying the full cost of service, and the service user needs to be reimbursed for this, then the provider should be asked to provide the Council with a credit note for the reimbursement.

11.5 If an adjustment is required to the assessed contributions as per 11.4 above, the service user will need to notify the Adult Social Care Financial Assessment Team to arrange this. The original assessed contribution will need to be paid until the adjustment is agreed, and this will be made on either the current invoice or the invoice of the following month.

12. Deferred Payments

12.1 Service users who own a property or other asset over which security can be taken may be eligible to defer some care costs against the value of the property or asset. This is known as a Deferred Payment Agreement.

12.2 The Council's deferred payment agreement scheme is subject to eligibility criteria, as defined by the Care and Support Statutory guidance. If the entire criterion below is met, then the Council must provide a deferred payment. These are as follows:

- The applicant must have savings and or capital (excluding the property to be secured) of less than £23,250
- Been assessed as needing permanent care in a residential or nursing home
- Own or have part ownership of a property that has no property disregard
- The property is registered with the Land Registry
- The person has mental capacity to agree to a deferred payment agreement or a legal representative who can do so
- The Council must be able to register a first charge.

12.3 The service user will enter into a formal Deferred Payment Agreement with the Council and will consent to the placing of a legal charge (mortgage) against the property until the payment of care home fees has been made in full.

12.4 Deferred Payment Agreements will also incur set up costs, annual administration and monitoring fees and termination costs. All fees will be charged as a one-off fee upon take up of the deferred payment. From April 2026, the fee will be £3,379.80.

12.5 Interest will accrue on the outstanding amount at the rate published by the Government on a half-yearly basis. The interest will be added to the loan annually on the 31 December.

12.6 The Council can only agree to a Deferred Payment for a jointly owned property if all co-owners sign the agreement to the charge having also been advised to take independent legal advice.

12.7 The Council must provide a deferred payment where the criterion is met as in 12.2 above. However, the Council will exercise discretion to consider deferred payment applications in circumstances where an applicant may not fully meet the criteria. Each case will be considered on its own merits and there should be no presumption that a deferred payment will be agreed. The decision will be based on adequacy and realisation of security and any associated risk. The following are examples of where the Council may wish to exercise discretion regarding a deferred payment agreement:

- Where a person receives care and support in supported living accommodation, such as Extra Care Housing, and the person intends to retain their former home and pay the associated care and accommodation rental costs from their deferred payment.
- Where the Council is unable to register a first charge on a property but there is sufficient equity to cover the deferred payment over its full term.
- If security is offered other than a first charge over property.

12.8 The Council will use an 'equity limit' to determine the total amount that can be deferred and will ensure that the amount deferred does not rise above this limit. The equity limit is calculated as follows:

Value of the property less 10%, less the lower capital limit (currently £14,250) less any other outstanding charges on the property

12.9 The Council will monitor the equity limit and when it reaches 70% of the value of the property will do the following:

- Review the cost of their care with the person
- Discuss when the person may be eligible for means tested support
- Discuss the implications for any top-up that there may be
- Consider whether a deferred payment continues to be the best way to meet the cost of care.

13. Payments and Debt Recovery

13.1 Where a person receives a Direct Payment, this will be paid net, that is, any contribution payable will be deducted before payment is made to the service user.

13.2 Where services are arranged by the Council as part of a Personal Budget, an invoice will be issued monthly in arrears. Settlement terms for each invoice will be strictly 14 days from the date of issue. Payment should be made by Direct Debit, although alternative arrangements will be considered in exceptional circumstances.

13.3 If an invoice is disputed, then the nature and reason for the dispute would need to be made in writing to the Financial Assessment Team within 14 days from the date of the invoice for the dispute to be considered. The Council will respond to the dispute within 14 days of receipt. Any disputes received outside of the 14-day timescale would not be considered unless there is an exceptional reason for being unable to dispute an invoice within the given timescale.

13.4 Where a service user who lacks capacity has sufficient means to self-fund, but the family or representative does not have immediate access to the funds necessary to do so, the family or their representative will need to initiate a request to the Court of Protection to grant an order for the funds immediate release. To arrange this, the Court will require the relevant application forms and fees which are set centrally.

13.5 In instances where the Council is making payment whilst an application is being made to the Court of Protection, as in 13.4 above, then the Council needs to protect its position. The family or the representative will be asked to complete a promissory contract so that the Council will be reimbursed once funds are able to be accessed by the family.

13.6 If no suitable person can be identified to act as a Deputy, then, following advice from the Care Management Team, the Council will either take up the role of Deputy or ask the Court of Protection to appoint a suitable person.

13.7 The Care Act 2014 gives the Council the power to recover money owed for the arrangement and provision of care and support in cases where a service user refuses to pay their assessed contribution.

13.8 These powers extend to the service user or their representative in cases where relevant information (including changes to income or benefit entitlement) has been withheld or misrepresented during the financial assessment.

13.9 Follow up reminders and telephone contact will be taken on all overdue invoices. The case will be passed back to the internal Debt Recovery Team where these actions have been unsuccessful.

13.10 The debt recovery process has been developed in line with the Care and Support Statutory guidance. The initial stages of debt recovery will involve discussing the debt with the service user or their representative (see 13.8). Social workers will be made aware of the debt and will become involved if appropriate to the ongoing wellbeing of the service user. In all cases the desired outcome is to prevent debt escalation and agree affordable repayment plans with respect to ongoing costs. The Council pledges to approach debt recovery in a reasonable and sensitive manner and will only take court action as a last resort.

13.11 Where a debt has accrued, and a person could be offered a Deferred Payment Agreement prior to legal action, then the Council will offer this option as set out in Section 69(2) of the Care Act 2014. This agreement will be subject to the same terms as those detailed in section 12 Deferred Payments.

14. Safeguarding in the Financial Assessments Process

14.1 Under sections 42-47 of the Care Act 2014, the Council has a duty to safeguard adults at risk of abuse or neglect. This includes financial abuse, and the Financial Assessment team will examine bank statements and financial documentation for signs of financial abuse.

14.2 When an adult lacks capacity to manage their own finances, there will often be a Deputyship, Lasting Power or Attorney or registered Enduring Power of Attorney in place. The person appointed will have a responsibility to act in the best interests of the service user always, and this will be laid down in the Deputyship Order or Power of Attorney document. In these cases, the Council may need to speak to the individual managing the service user's finances in relation to specific transactions.

14.3 In these circumstances, the Council may need to share information with the Office of the Public Guardian, or the Department of Work and Pensions in relation to any State Benefits received.

14.4 The Council strongly advise all third parties managing service users' finances to retain receipts for all items of expenditure made on their behalf, which they may request at any time. The Council recognises that financial abuse will not occur in most of circumstances but reserves the right to make these checks to protect service users from the risk of potentially significant impact.

15. Queries and Complaints

15.1 If there is a query regarding the Contributions Policy, or if a review of the financial assessment is needed, then these should be directed as follows:

Address:	Financial Assessment Team PO Box 65985 London SW18 9JS
Email:	financeAT@wandsworth.gov.uk
Telephone:	020 8871 6218

15.2 If a person is unhappy with how their financial assessment has been handled, then they should contact us as follows:

Address:	Freepost RTKU EGLA ZZGT Room 149 Wandsworth High Street London SW18 2PU
Email:	adultcomplaints@wandsworth.gov.uk
Freephone:	020 8891 7937