



# Administrative Committee

---

Annex I to the Regulations Governing the Conditions of Service of Judges, the Registrar and the Deputy-Registrar of the Unified Patent Court and to the Staff Regulations of the Unified Patent Court (Medical and Social Security Plan of the Court)

Luxembourg, 8 July 2022

## EXPLANATORY NOTE

Annex I on the Medical and Social Security Plan of the Unified Patent Court (UPC) constitutes a common annex to the Regulations Governing the Conditions of Service of Judges, the Registrar and the Deputy-Registrar of the UPC, on the one hand, and to the Staff Regulations of the UPC, on the other hand. This annex contains detailed rules on the entitlement of judges, the Registrar, the Deputy-Registrar and the staff of the UPC to benefits in case of sickness, maternity, work accident, invalidity or death, under the Medical and Social Security Plan of the Court.

Annex I was already approved by the Preparatory Committee of the UPC on its 19<sup>th</sup> meeting of 15 March 2017.

During the provisional application period, the following circumstance arose, which necessitated the amendment of Article 1 of said approved Annex I:

With regards to the outcome of the call for tenders of the UPC's Medical and Social Security Plan (MSSP), the MSSP will cover, in particular, reimbursement of healthcare expenses, maintenance of salary in case of sickness or maternity, capital payments in the event of partial and total permanent invalidity and payment of birth grants. Nonetheless, the MSSP only functions as a primary coverage for full-time judges, the Registrar, the Deputy-Registrar and staff, who will be employed by the Court. For all other judges, as well as staff, employed by the Court on a part-time basis and working at least 50% of their time for the Court, the Court's MSSP will serve as complementary coverage for those costs, which are not covered by the primary, national medical and social security insurance.

The proposed amendment ensures that, for those participants to the MSSP for whom the plan will serve as secondary coverage, there is an obligation to maintain one's primary coverage as well as declare any other secondary coverage which shall be deduced from the applicable MSSP coverage of the UPC.

The Administrative Committee is invited to adopt Annex I on the Medical and Social Security Plan of the Court, to the Regulations Governing the Conditions of Service of Judges, the Registrar and the Deputy-Registrar of the Unified Patent Court and to the Staff Regulations of the Unified Patent Court.

**DECISION OF THE ADMINISTRATIVE COMMITTEE OF 8 JULY 2022 ON  
ANNEX I TO THE REGULATIONS GOVERNING THE CONDITIONS OF SERVICE OF JUDGES, THE  
REGISTRAR AND THE DEPUTY-REGISTRAR OF THE UNIFIED PATENT COURT  
AND TO THE STAFF REGULATIONS OF THE UNIFIED PATENT COURT**

THE ADMINISTRATIVE COMMITTEE

HAVING REGARD to the Agreement on a Unified Patent Court and in particular Articles 15 – 17 and 37(1) thereof;

HAVING REGARD to the Statute of the Unified Patent Court and in particular Articles 2 – 4, 6 –7, 9 – 12 and 16(2) thereof;

HAVING REGARD to the Statute of the Unified Patent Court and in particular Article 8 thereof, which together with the Protocol on the Privileges and Immunities of the Unified Patent Court and in particular Article 9 thereof defines the privileges and immunities of the judges, as well as of the Registrar and Deputy-Registrar of the Court;

HAVING REGARD to the Protocol on the Privileges and Immunities of the Unified Patent Court and in particular Articles 8 thereof;

RECALLING that the Regulations Governing the Conditions of Service of Judges, the Registrar and the Deputy-Registrar should be such as to secure for the Court the services of judges, Registrar and Deputy-Registrar of the highest standard of independence, integrity and ability;

RECALLING THAT the Staff Regulations of the Unified Patent Court should be such as to secure for the Court the services of staff of the highest standard of independence, integrity and ability, appointed on the broadest possible geographical basis from among Contracting Member States of the Agreement on a Unified Patent Court;

HAS ADOPTED THE FOLLOWING DECISION:

**ANNEX I  
MEDICAL AND SOCIAL SECURITY PLAN OF THE COURT**

**CHAPTER I – GENERAL PROVISIONS**

**Definitions**

For the purpose of the rules governing the Medical and Social Security Plan of the Court:

- a) “Participant” means staff members, within the meaning of the Staff Regulations of the Unified Patent Court, as well as judges, the Registrar and the Deputy-Registrar, within the meaning of the Regulations Governing the Conditions of Service of Judges, the Registrar and the Deputy-Registrar of the Unified Patent Court, inasmuch as they contribute to the financing of the Medical and Social Security Plan of the Court;
- b) “Retired participant” means a former staff member, judge, Registrar or Deputy-Registrar drawing

a pension under the Pension Plan of the Court.

- c) "Claim manager" means the provider under contract with the Court for processing the management of claims submitted in accordance with the following rules.

### ***Section I: Affiliation***

#### **Article 1**

1. Participants and retired participants shall be affiliated to the Medical and Social Security Plan of the Court.
2. Participants and retired participants entitled to the reimbursement of health care expenses in respect of a national social security scheme shall take the necessary steps to retain their entitlement. They shall be entitled to reimbursement by the Medical and Social Security Plan of the Court after deduction of the reimbursement of health care expenses by the national social security scheme concerned.
3. Benefits under another complementary scheme shall be declared by participants and retired participants and shall be deducted from benefits payable by the Medical and Social Security Plan of the Court.

#### **Article 2**

Beneficiaries of a participant who dies while in service and of former participants who are not covered by a social protection scheme by virtue of some gainful occupation may at their request be affiliated to the Medical and Social Security Plan of the Court on conditions determined by the Implementing Instructions.

### ***Section II: Maintenance of Entitlement***

#### **Article 3**

Former participants who are not entitled to cover under any other social protection scheme may be authorised under conditions determined by Instructions to retain the benefits of affiliation to the Court's Medical and Social Security Plan in regard to certain categories of benefits and for a period which shall not exceed twelve months upon separation from service.

#### **Article 4**

The following persons may, at their request, remain affiliated to the Court's Medical and Social Security Plan for a maximum period of 12 months, as regards cover for health care expenses:

- a) after ceasing to work for the Court, former participants who are not entitled to cover for health care expenses by virtue of a new gainful occupation in particular because the sickness or pregnancy commenced prior to the date of affiliation to another scheme, or owing to entitlement under another scheme being in full or in part subject to some minimum waiting period;
- b) after ceasing to work for the Court, former participants who do not take up any gainful occupation and are not entitled, under conditions accepted as satisfactory by the Registrar, to cover for health care expenses in their country of residence.

### ***Section III: Beneficiaries***

#### **Article 5**

- a) The categories of persons entitled to benefits under the Court's Medical and Social Security Plan for each category of benefits shall be determined by the Implementing instructions.

- b) Where a beneficiary can claim benefits under some other social protection scheme, applications for benefits under the Court's Medical and Social Security Plan shall be considered, in accordance with the Instructions, subject to deduction of all benefits due under the other scheme.

#### **Article 6**

Beneficiaries for the purposes of the Court's Medical and Social Security Plan shall mean:

- a) as regards cover for health care expenses:
  - i) participants and retired participants, affiliated under Article 1;
  - ii) former participants affiliated under Article 3 as well as beneficiaries under Article 1(1) of the Pension Plan Rules of the Court;
  - iii) the spouse of a participant or of a retired participant, or his or her co-habitee where evidence is provided of a quasi-marital relationship;
  - iv) dependent children, within the meaning of the Staff Regulations of the Unified Patent Court, as well as within the meaning of the Regulations Governing the Conditions of Service of Judges, the Registrar and the Deputy-Registrar of the Unified Patent Court, of the participant or retired participant;
- b) as regards maintenance of salary in the event of temporary total incapacity by reason of sickness or maternity, serving participants or participants on extended sick leave;
- c) as regards capital benefits, serving participants and participants on on-active status owing to sickness or, in the event of death, the person or persons referred to in Article 19 b) below;
- d) as regards benefits for work accidents or occupational diseases, serving participants and participants on extended sick leave or, in the event of death, the person or persons referred to in Article 23 c) below.

#### ***Section IV: Period of Cover and Exclusions***

#### **Article 7**

- a) Subject to the provisions of Article 20, entitlement to benefits under the Court's Medical and Social Security Plan:
  - i) shall commence on the day of taking up duty;
  - ii) shall cease on the day the participant's appointment ends, without prejudice to rights resulting from maintenance of entitlement in cases referred to in Articles 2 and 3;
  - iii) shall be suspended throughout any period of leave for any reason other than sickness, without prejudice to any entitlements under Article 3.
- b) Risks not covered under the Court's Medical and Social Security Plan shall be specified by Implementing instructions.

#### ***Section V: Claims, fraud and subrogation***

#### **Article 8**

- a) The Registrar may decide to suspend all or some of the benefits to a person affiliated or to one of his beneficiaries:
  - in the event of suspected fraud; or
  - if a person affiliated or his beneficiary refuses to undergo a medical examination.
- b) In the event of fraud or attempted fraud, the Registrar may decide to take one or more of the following actions:
  - suspension of all or some of the benefits to a person affiliated or one of his beneficiaries;
  - if the person affiliated is a participant, application of disciplinary measures as provided

for in Article 39 of the Staff Regulations of the Unified Patent Court or Article 49 of the Regulations Governing the Conditions of Service of Judges, the Registrar and the Deputy-Registrar of the Unified Patent Court.

- c) In the event of fraud, the person affiliated shall in addition reimburse the sums unduly received.

#### **Article 9**

The Court shall be subrogated to the claims and rights of action of the person affiliated against third parties, up to the amount of the benefits paid, except in the case of capital benefits, which are payable concurrently with similar compensation paid by third parties.

### **CHAPTER II - SICKNESS AND MATERNITY**

#### ***Section I: Health Care Expenses***

#### **Article 10**

- a) Health care expenses covered by the Court's Medical and Social Security Plan, together with the rates of cover, the exclusions and the limits applicable, according to the type of benefit, or the reason for the benefit shall be specified by Implementing instructions.
- b) The procedure for obtaining benefits shall be determined by the Implementing instructions.

#### **Article 11**

- a) In the event of sickness, maternity or accident other than those mentioned in Article 20, the beneficiaries listed in Article 6 a) shall be entitled to cover for expenses in respect of medical attention or surgery or of treatment or prescriptions, subject to the limits and according to the procedure laid down in Appendices I and II. Such cover may take the form of direct payment, in full or in part, to the supplier or provider of services or of reimbursement of the person affiliated.
- b) All expenses covered by sickness or maternity insurance under the French General Social Security Scheme shall be covered by the Medical and Social Security Plan of the Court.
- c) Beneficiaries under the Court's Medical and Social Security Plan may freely select the practitioner or establishment of their choice from among those authorised to give or prescribe care in the country or countries where their expenses are covered.

#### **Article 12**

- a) Subject to the ceilings and other conditions set out in Appendices I and II, the rate of cover for health care expenses shall be 92.5% or 100% of the expenses incurred. The rate shall be specified for each type of expenditure in the tables in Appendix II.
- b) However, the rate of reimbursement shall be 100% when sickness and maternity insurance of the French General Social Security Scheme provides 100% cover for expenditure on the same type of goods or services, except for hospitalisation in a private establishment.
- c) The rate of cover for health care expenses directly related to the disability shall be 100% of the costs incurred when the beneficiary is recognised as disabled under the legislation of his country of residence.
- d) Health care expenses in respect of which a direct settlement agreement has been concluded with a service provider shall be covered 100%.

#### **Article 13**

Exceptional health care expenses may be paid or reimbursed in the case of exceptional forms of treatment or long-term sickness for which the applicable limits and ceilings set out in the tables in Appendix II are

held to be inadequate after obtaining the opinion of the doctor designated by the Administrative Committee or the Registrar.

### ***Section II: Maintenance of Salary in case of Sickness***

#### **Article 14**

- a) Once the sick leave referred to in Article 35 of the Staff Regulations of the Unified Patent Court and in Article 44 of the Regulations Governing the Conditions of Service of Judges, the Registrar and the Deputy-Registrar of the Unified Patent Court has been exhausted, participants on extended sick leave shall be entitled to maintenance of their salaries and allowances under the following conditions:
- i) the entirety of the salary and allowances for a maximum period of 4 months;
  - ii) 75% of the salary and allowances for up to the subsequent 4 months.
- b) However, where the temporary incapacity for work results from:
- Disabling cerebrovascular accident (stroke);
  - Aplastic anaemia;
  - Chronic and progressive arterial disease (including coronary artery disease) with clinical symptoms of ischemia;
  - Complicated schistosomiasis; poorly tolerated congenital heart disease, severe heart failure and severe valve heart disease requiring surgery;
  - Chronic active liver diseases and cirrhosis;
  - Severe primary immunodeficiency requiring long term treatment, infection with the human immunodeficiency virus [HIV];
  - Complicated diabetes;
  - Severe forms of neurological and muscular disease (including myopathy);
  - Severe epilepsy;
  - Homozygous haemoglobinopathy;
  - Haemophilia;
  - Severe hypertension;
  - Severe chronic pulmonary insufficiency;
  - Leprosy;
  - Alzheimer's disease and other forms of dementia;
  - Parkinson's disease;
  - Hereditary metabolic disorders requiring long term specialist treatment;
  - Cystic fibrosis;
  - Severe chronic renal disease and primary nephrotic syndrome;
  - Paraplegia;
  - Polyarteritis nodosa, systemic lupus erythematosus, progressive scleroderma;
  - Severe progressive rheumatoid arthritis;
  - Psychosis, severe personality disorder, mental retardation;
  - Chronic active ulcerative colitis and progressive Crohn's disease;
  - Disabling multiple sclerosis;
  - Progressive structural scoliosis (25° or greater) prior to spinal maturation;
  - Severe ankylosing spondylitis;
  - After-care following organ transplant;

- Active tuberculosis;
- Malignant tumour or malignant disease of the lymphatic or haematopoietic system;
- Complications following a serious accident,

participants shall be entitled, for a maximum period of 24 months, to maintenance of their salary and allowances under the following conditions:

- i) for the first 8 months, the entirety of salary and allowances;
  - ii) for the following 12 months, 75% of salary and allowances.
- c) For the purposes of this Annex, account shall be taken of all periods of sick leave and extended sick leave granted under Article 35 of the Staff Regulations of the Unified Patent Court and Article 44 of the Regulations Governing the Conditions of Service of Judges, the Registrar and the Deputy-Registrar of the Unified Patent Court falling within the 365 days preceding the date of cessation of work, irrespective of whether such periods are, or are not, attributable to the same illness.
- d) Whatever their situation, participants shall not be entitled to maintenance of their salary and allowances for a period of more than 24 months, even when their state of health led to their being governed first by paragraph a) then b) above, or conversely.

### ***Section III: Special Benefits in case of Maternity or Adoption***

#### **Article 15**

Participants in service who are granted maternity or adoption leave shall be entitled, during that period, to maintenance of the entirety of their salary and allowances.

#### **Article 16**

Participants shall receive a lump sum allowance on the birth or adoption of a child. The amount of the allowance shall be 900 euros at [1 September] 2022 for each born alive or adopted child.

#### **Article 17**

In the case of multiple births, the allowance shall be increased by 25% for the second child born alive, by 30% for the third and by 40% for the fourth.

## **CHAPTER III - INVALIDITY AND DEATH NOT RESULTING FROM A WORK ACCIDENT OR OCCUPATIONAL DISEASE**

### ***Section I: Invalidity Pension and Annuity***

#### **Article 18**

a) In the event of permanent invalidity which totally prevents him from performing his functions, an affiliated participant shall be entitled to a pension in accordance with the Pension Plan of the Court.

b) In the event of partial permanent invalidity (i.e. assessed at less than two-thirds):

- i) where the invalidity results from an occupational accident, an occupational disease or a serious illness and reduces earning capacity, an annuity amounting to 50% of emoluments, proportionally reduced by the invalidity coefficient, on the basis of two-thirds invalidity = 100. This annuity shall be payable until the participant reaches the regulatory age limit;
- ii) where the invalidity does not result from an occupational accident, an occupational disease or a serious illness but reduces earning capacity, an annuity calculated and paid on the basis defined in paragraph (i) above, only if the invalidity is assessed at above one-third.

c) The annuities referred to in paragraph b) above shall be calculated on the basis of the monthly emoluments, or the temporary incapacity allowance, of the month preceding the date of the event which gave rise to the benefits (i.e. the date on which the disability became lasting or establishment of invalidity). In the event of successive accidents or cumulative infirmity, the invalidity coefficient is assessed according to the degree of aggravation in relation to the pre-existing state. The annuities shall be indexed; they may also be revised upwards or downwards according to changes in the degree of invalidity. The medical status of the participant concerned shall be re-examined periodically, at least once every five years.

### ***Section II: Capital Payments on Death or Invalidity***

#### **Article 19**

- a) In the event of the total permanent invalidity of a participant which occurs during a period of service or extended sick leave, and certified as having incapacitated a participant for any form of work, professional or otherwise, the participant shall be entitled to payment of a capital sum equal to five years' salary, subject to reduction in case of part-time work, at the rate applying on the date when the invalidity is established.
- b) In the event of the death of a serving participant or of a participant on extended sick leave, a capital sum equal to five years' emoluments at the rate applying on the date of death shall be paid to the person(s) designated by the participant, otherwise to the spouse, otherwise to the dependants of the participant according to the Pension Plan of the Court, or otherwise to the person(s) designated by the Registrar, except where such capital sum has already been paid under paragraph a) of this article.

## ***CHAPTER IV - WORK ACCIDENTS AND OCCUPATIONAL DISEASE***

### ***Section I: Definition***

#### **Article 20**

- a) An accident shall be deemed to be a work accident where it occurs as a result of, or in connection with, functions performed within the Court and causes physical injury to a serving participant.
- b) An accident shall also be deemed to be a work accident where it occurs:
  - i) in the course of the normal journey from home to the normal place of work or vice versa,
  - ii) in the course of travel on duty, either during the journey to the place of mission or at an event during the mission, or
  - iii) in the course of travel for the purpose of taking up duty or following the termination of employment, provided such travel is on routes and within the time limits agreed by the Registrar.
- c) An occupational disease which is attributable to the performance of functions within the Court shall be deemed to be a work accident.
- d) In the event of difficulty in interpreting principles set out in paragraphs a) to c) above, analogous reference shall be made to the French legislation applicable to work accidents and occupational diseases, and to relevant decisions of the French courts. In particular, any bodily injury resulting from the action of some sudden, and generally violent, outside source shall be

deemed to be an accident.

### ***Section II: Expenses for Medical Cover and Maintenance of Remuneration***

#### **Article 21**

- a) Health care expenses resulting from treatment of the consequences of a work accident or occupational disease or from functional rehabilitation shall be reimbursed at 100 per cent without any ceiling.
- b) A participant who is obliged to cease work as a result of a work accident shall be entitled to maintenance of the entirety of his salary and allowances and, if the participant has a fixed-term appointment, to the renewal of his appointment until his state of health is found to be definitely settled or, at the latest, age 65.

#### **Article 22**

- a) Health care expenses referred to in Appendix II to these Regulations which are incurred as a result of treatment for a work accident or occupational disease shall be covered 100 per cent without any ceiling, on the terms and in accordance with the procedures set out in Appendix I. Such cover may take the form of direct payment, in full or in part, to the supplier or provider of services or of reimbursement of the person affiliated.
- b) All expenses covered by insurance for work accidents and occupational diseases under the French General Social Security Scheme shall be covered by the Medical and Social Security Plan of the Court.
- c) Participants may freely select the practitioner or establishment of their choice from among those authorised to give or prescribe care in the country or countries where their expenses are covered.

### ***Section III: Invalidity or Death***

#### **Article 23**

- a) A participant affiliated to the Pension Plan of the Court, who is victim of a work accident or who contracts an occupational disease, and is recognised to be suffering from permanent invalidity which totally prevents him from performing the functions assigned to him, shall be entitled, in accordance with the Pension Plan of the Court, to an invalidity pension.
- b) In the event of permanent incapacity following a work accident or an occupational disease,
  - i) where there is total permanent invalidity within the meaning of Article 19 a), the participant shall be entitled, in addition to the capital sum referred to in that Article, to a capital sum equal to two years' emoluments at the rate applying on the date the total permanent invalidity is established;
  - ii) where there is partial permanent incapacity which does not provide entitlement to the benefits referred to in sub-paragraph i) above, the participant shall be entitled to a capital sum equal to the proportion, corresponding to the degree of invalidity established, of the capital sum to which he/she would be entitled in the event of total permanent invalidity.
- c) Where a participant dies as the consequence of a work accident or occupational disease, the person(s) designated by the participant, otherwise the spouse, otherwise the dependants of the participant according to the Pension Plan of the Court, or otherwise the person(s) designated by the Registrar, shall be entitled to payment of a capital sum equal to the capital sum to which the participant would have been entitled in the event of total permanent invalidity under sub-paragraph b) i) above, less any payment previously made to the participant under paragraph b) above.

## CHAPTER V - FINANCING OF THE MEDICAL AND SOCIAL SECURITY PLAN OF THE COURT

### Article 24

Participants and retired participants affiliated under Article 1, former participants affiliated under Article 3, or beneficiaries, affiliated to the Medical and Social Security Plan under Article 2 shall contribute one-third of the cost of providing benefits under the Medical and Social Security Plan of the Court, except for benefits in respect of work accidents or occupational diseases, for maintenance of salary in the event of sickness or maternity, and for benefits on birth or adoption of a child, as determined by the Instructions.

### APPENDIX I. ARRANGEMENTS AND PROCEDURES FOR PAYMENT OR REIMBURSEMENT OF HEALTH CARE EXPENSES

#### Cover for health care expenses

1. a) The health care expenses payable or reimbursable by the Court's Medical and Social Security Plan shall be those set out in the tables in Appendix II. below which describe the categories of expenditure covered and specify, where appropriate, any ceilings on reimbursement or special conditions attached to such cover.

b) Cases in which health care expenses are only payable or reimbursable subject to prior approval are specified in the tables in Appendix II.

c) Plastic surgery and treatment associated with medical research not included in the standard lists of treatment which the practitioners are authorised to undertake shall only be covered subject to the favourable opinion of a doctor designated by the Administrative Committee or the Registrar.

c) Medicines for which reimbursement is made include all substances or compounds recognised as having curative or preventive properties with regard to human illnesses, whether medicinal or magistral, allopathic or homeopathic, provided they have been lawfully prescribed by a doctor and invoiced by the person who lawfully supplied them. Reimbursement will also be made, on the same conditions, for vaccines, medical and surgical and orthopaedic equipment and accessories, bandages, disinfectants, hospital and home sterilisation, reagents, and tests.

2. a) Health care expenses shall be paid or reimbursed when they are incurred in the country of duty station or residence.

b) Health care expenses incurred in countries other than those mentioned in paragraph a) above shall only be reimbursable in the event of sudden illness or medically attested emergency.

c) Applicable ceilings and conditions of reimbursement shall be those set by the tables in Appendix II. for the country where treatment is given.

d) However, even when the conditions set out in paragraphs a) and b) above are not fulfilled, health care expenses incurred outside the country of residence of the person affiliated or of the beneficiary other than the person affiliated shall be covered up to the agreed standard scale ("tarif de convention") under the sickness, maternity, work accidents and vocational diseases insurance of the French General Social Security Scheme.

3. Any request for payment or reimbursement of health care expenses not subject to any ceiling per consultation or item of treatment shall be the subject of special scrutiny, where the expenses involved appear manifestly excessive having regard to the charges habitually made for the same type of treatment

in the country where it is given. Following such scrutiny, payment or reimbursement may be limited, provided the person affiliated is given advance notice thereof and is informed of the reasons for such limitation. In the case of treatment subject to prior approval, any limitation of cover shall be specified at the time approval is issued.

4. Requests for reimbursement shall be sent to the Claim manager, together with all necessary forms and supporting documents. In the case of countries whose legislation requires the production of the price labels of medicines for which reimbursement is made, these labels must, except in circumstances deemed exceptional by the Registrar, be included with claims for reimbursement.

5. When the tables in Appendix II. provide for direct payment of health care expenses to providers, the request shall be made by the health care establishment to the Claim manager. The Claim manager shall make direct payment, in full or in part, to the provider accordance with the tables in Appendix II.. Expenses which are not paid directly by the Claim manager, notably non-reimbursable expenses, shall be paid directly by the person affiliated to the provider.

6. When treatment giving rise to health care expenses is covered subject to prior approval, application for approval shall be sent to the Claim manager together with all necessary forms and supporting documents.

7. Where the beneficiary obtains partial reimbursement of health care expenses under one or more other social protection schemes, the original notification of payment form shall be attached to the request for reimbursement by the Court's Medical and Social Security Plan.

8. Decisions taken by the Claim manager in the performance of his duties shall be made by delegation from the Registrar.

## APPENDIX II. HEALTH CARE REIMBURSEMENTS

Nature of Reimbursable Services and Items	Rate of Reimbursement of Costs Incurred	Reimbursement ceilings		Prior Agreement	Special Requirements or Modalities
		EU	Other Countries		
<b>I – MEDICAL CONSULTATIONS</b>					
1/ General practitioners:					
- consultations	92.5 %	61 € per act	92 € per act	---	
- home visits	92.5 %	68 € per act	122 € per act	---	
2/ Specialists (including psychiatrists)	92.5 %	92 € per act	153 € per act	---	

3/ Hospital and university professors	92.5 %	183 € per act	229 € per act	---	
4/ Supplements for travel expenses and holidays	92.5 %	23 € per act	23 € per act		
5/ Psychotherapy and similar treatment (not provided by a psychiatrist) (4)	92.5 %	1525 €	2668 €	Yes	Up to 25 sessions per quarter
		per year/per beneficiary			
<p>Prior agreement is needed:</p> <ol style="list-style-type: none"> <li>1) if more than 6 acts are prescribed in the same given prescription. The first 6 acts may nonetheless be carried out without waiting for prior agreement.</li> <li>2) if the total number of sessions undertaken in a given calendar year is more than 20, regardless of the number of new sessions prescribed in the prescription in question</li> </ol> <p>However, prior agreement is not required if the persons concerned by the occupational therapists and psychomotor specialists' medical care are children or adults with disabilities.</p>					
6/ Osteopaths, Chiropractors	92.5 %	54 € per act	54 € per act	Yes	Prior agreement is needed if the total number of sessions undertaken in a given calendar year is more than 20.
<b>II – DENTAL TREATMENT</b>					
1/ Treatment and care (including check-ups, prophylactic care and periodontal treatment)	92.5 %	2000 €	2500 €	Yes	If treatment to be provided in any one year exceeds 1525 €
		per year /per beneficiary			
2/ Orthodontics	92.5 %	4240 € One treatment per beneficiary, except in case of accident		Yes	100 % for a child if the first agreement is given before the age of 16
3/ Removable prosthesis	92.5 %	1200 € per prosthesis		Yes	With justification The ceiling covers all acts relating to the prosthesis
4/ Prosthesis and related implants	92.5 %	Overall ceilings 1700 € per tooth and per year 5100 € per beneficiary and per year		Yes	With justification
		Additional ceilings			
		700 € per implant 1000 € per prosthesis			
<b>III – SPECIALIZED CARE</b>					
1/ Electrotherapy	100 %	Subject to Article 5		---	Direct payment in full or in part may be made to the treatment center
2/ Dialysis	100 %			---	

3/ Chemotherapy	100 %			---	
4/ Radiotherapy	100 %			---	
<b>IV – MEDICAL AIDES</b>					On prescription
1/ Nurses	92.5 %		Subject to Article 5	No	
2/ Masseurs / physiotherapists	92.5 %		Subject to Article 5	Yes	
<p>Prior agreement is needed:</p> <ul style="list-style-type: none"> <li>) if more than 6 acts are prescribed in the same given prescription. The first 6 acts may nonetheless be carried out without waiting for prior agreement.</li> <li>) if the total number of sessions undertaken in a given calendar year is more than 20, regardless of the number of new sessions prescribed in the prescription in question</li> </ul> <p>However, prior agreement is not required if the persons concerned by the occupational therapists and psychomotor specialists' medical care are children or adults with disabilities.</p>					
3/ Speech therapists and orthoptists	92.5 %		Subject to Article 5	Yes	100% for a child under the age of 16
<p>Prior agreement is needed:</p> <ul style="list-style-type: none"> <li>) if more than 6 acts are prescribed in the same given prescription. The first 6 acts may nonetheless be carried out without waiting for prior agreement.</li> <li>) if the total number of sessions undertaken in a given calendar year is more than 20, regardless of the number of new sessions prescribed in the prescription in question</li> </ul> <p>However, prior agreement is not required if the persons concerned by the occupational therapists and psychomotor specialists' medical care are children or adults with disabilities.</p>					
4/ Chiropodists / podologists	92.5 %		Subject to Article 5	Yes	
<p>Prior agreement is needed:</p> <ul style="list-style-type: none"> <li>) if more than 6 acts are prescribed in the same given prescription. The first 6 acts may nonetheless be carried out without waiting for prior agreement.</li> <li>) if the total number of sessions undertaken in a given calendar year is more than 20, regardless of the number of new sessions prescribed in the prescription in question</li> </ul> <p>However, prior agreement is not required if the persons concerned by the occupational therapists and psychomotor specialists' medical care are children or adults with disabilities.</p>					
5/ Private nurses for less than 8 hours/day	92.5 %	109 € per day	199 € per day	Yes	Prior Agreement is necessary when the number of days prescribed is higher than seven. Nursing may be provided for the first seven days without waiting for the agreement.
6/ Private nurses for 8 to 24 hours/day	92.5 %	168 € per day	305 € per day	Yes	
7/ Occupational therapists	92.5 %		Subject to Article 5	Yes	
<p>Prior agreement is needed:</p> <ul style="list-style-type: none"> <li>) if more than 6 acts are prescribed in the same given prescription. The first 6 acts may nonetheless be carried out without waiting for prior agreement.</li> <li>) if the total number of sessions undertaken in a given calendar year is more than 20, regardless of the number of new sessions prescribed in the prescription in question</li> </ul> <p>However, prior agreement is not required if the persons concerned by the occupational therapists and psychomotor specialists' medical care are children or adults with disabilities.</p>					
8/ Psychomotor specialists	92.5 %		Subject to Article 5	Yes	
<p>Prior agreement is needed:</p> <ul style="list-style-type: none"> <li>1) if more than 6 acts are prescribed in the same given prescription. The first 6 acts may nonetheless be carried out without waiting for prior agreement.</li> <li>) if the total number of sessions undertaken in a given calendar year is more than 20, regardless of the number of new sessions prescribed in the prescription in question</li> </ul> <p>However, prior agreement is not required if the persons concerned by the occupational therapists and psychomotor specialists' medical care are children or adults with disabilities.</p>					
9/ Travel expenses of medical aides	92.5 %	9 € per act	9 € per act	---	

<b>V – PHARMACEUTICALS</b>				On prescription
Medicines, vaccines	92.5 %	Subject to Article 5	---	
<b>VI – LABORATORY ANALYSIS</b>				
	92.5 %	Subject to Article 5	---	
<b>VII – MEDICAL IMAGERY</b> Including:				
1/ X-ray examinations	92.5 %	Subject to Article 5	---	
2/ X-ray treatment	92.5 %		---	
3/ Echography examination	92.5 %		---	
4/ Body scanning	92.5 %		---	On prescription
5/ Nuclear magnetic resonance	92.5 %		---	On prescription
<b>VIII – GLASSES / LENSES</b>				On prescription
1/ Glasses or lenses	92.5 %	Subject to Article 5	---	1 pair of glasses or 1 pair of lenses per year per beneficiary. When discardable lenses are prescribed, the ceiling is 382 € per year.  a 2nd pair per year: for children under the age of 16 for beneficiaries over the age of 16, subject to prior agreement, or in the event of breakage of glasses or damage to lenses, on an honour statement of the person affiliated
<b>Glasses</b>		<b>Children and adults, single vision</b>		<b>Adults, multifocal</b>
S from 0 to 4,00		80 €		275 €
S from 0 to 4,00 / C from 0,25 to 2,00		95 €		285 €
S from 0 to 4,00 / C from 2,25 to 4,00		110 €		285 €
S from 4,25 to 6,00		110 €		285 €
S from 4,25 to 6,00 / C from 0,25 to 2,00		110 €		295 €
S from 4,25 to 6,00 / C from 2,25 to 4,00		150 €		310 €
S from 6,25 to 8,00		155 €		310 €
S from 6,25 to 8,00 / C from 0,25 to 2,00		155 €		310 €
S from 6,25 to 8,00 / C from 2,25 to 4,00		180 €		310 €
S > 8 and / or C > 4		Estimate required		Estimate required

2/ Frames or lens application devices	92.5 %	145 € per beneficiary	168 € per beneficiary	---	1 frame per 2 calendar years No limit for children under the age of 16, on prescription according to the child's morphological development (up to the ceiling)
<b>IX – EQUIPMENT</b>					On prescription
	92.5 %	Subject to Article 5		Yes	Except when the equipment or repairs cost less than 229 €
<b>X – HOSPITALISATION</b> Including all care and services connected with surgery and hospitalisation, even for a period of less than 24 hours and home hospitalisation					Direct payment in full or in part may be made to the hospital
<b>For persons who depend solely on the Court's Medical and Social Security Plan:</b> Prior agreement and estimates are mandatory, regardless of the establishment. <b>For persons who have a basic medical coverage with another social protection system and are covered in complement by the Court:</b> Estimates and prior agreements are mandatory in all establishments not affiliated to the national health care system Estimates are compulsory in the private clinic and for the private sector of public hospitals*					
<b>1/ Establishments :</b>					
Public	100 %	Subject to Article 5		---	
Private	92.5 %	Subject to Article 5		---	Agreement is also valid for sick leave
Private room supplement	92.5 %	153 € per day	153 € per day	---	
Accompanying a child under the age of 12	100 %	77 € per day	77 € per day	---	
<b>2/ Geriatric establishments providing medical care</b> (medium and long term stays)		229 € per day for a medium term stay 54 € per day for a long term stay (care)	344 € per day for a medium term stay 69 € per day for a long term stay (care)		Long term stay as from the sixth month
Public	100 %				
Private	92.5 %				
<b>3/ Specialised medical establishments other than</b>		Subject to Article 5			
Public	100 %	Subject to Article 5			
Private	92.5 %	Subject to Article 5			
<b>XI – CHILDBIRTH</b>					On prescription

1/ Pre-and post-natal consultations (including midwifery and infant check-ups)	100%	See Section I		In the cases provided for by the French Social Security Scheme
- Medical imagery	100%			In the cases provided for by the French Social Security Scheme
- Echography examination	100%			After the third echography examination during pregnancy reimbursement on prescription
- Laboratory analysis	100%			In the cases provided for by the French Social Security Scheme
- Amniocentesis	100%			
2/ Hospitalisation	100 % or 92.5 %	Same rates, ceiling and conditions as those for hospitalisation in the case of illness		
<b>XII – PATIENT TRAVEL</b>				<b>On prescription</b>
<b>Without hospitalisation</b>	92.5 %	Subject to Article 5	Yes	Except in an emergency and in the case of persons recognized as having a long illness requiring expensive treatment  (* ) for using a specialised service in a hospital or care centre
<b>With hospitalisation for more than 24 hours</b>	100%		No	If it is an emergency for an appropriate establishment close to the patient home
			Yes	In other cases
<b>XIII – CARE DIRECTLY RELATED TO THE DISABILITY</b>				<b>On prescription</b>
- Care directly related to the disability and board and lodging in medical establishments providing such care	100%	Subject to Article 5	No	Direct payment in full or in part possible
- Equipment and prosthesis directly related to the disability (including repairs)	100%	Subject to Article 5	Yes	Except if the amount of the equipment or repair is lower than € 229 Cover provided only for equipment and prostheses covered by the nomenclature of French Social Security

- Travel expenses directly related to the disability)	100%	Subject to Article 5	No	Cover for the disabled person and, if necessary, for someone accompanying him Outside France: same principle or application of local legislation
- All other services and goods directly related to the disability reimbursable in accordance with the preceding tables	100%		---	Same conditions as for non-disabled persons

This decision shall enter into force on 8 July 2022.

For the Administrative Committee

The Chairperson