

TENDERING DOCUMENTS

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A. Presentation of the Unified Patent Court

The Unified Patent Court (UPC/Court) will be a court common to the Contracting Member States and will have exclusive competence in respect of European patents and European patents with unitary effect.

So far, 24 EU Member States have signed the Agreement on a Unified Patent Court: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Portugal, Romania, Slovakia, Slovenia and Sweden.

The Court is expected to be operational in Q4 of 2022 and its instances, divisions, sections and centres will be located in several EU Member States according to the following table:

Instance and division / Centre	Seat
Court of Appeal	Luxembourg (LU)
Court of First Instance	
• central division	Paris (FR)
• section of the central division	Munich (DE)
• Nordic-Baltic regional division (participating states: SE, EE, LT, LV)	Stockholm (SE), with locations in EE, LT, LV
• local divisions	Paris (FR)
	Munich (DE)
	Düsseldorf (DE)
	Hamburg (DE)
	Mannheim (DE)
	Milan (IT)
	The Hague (NL)
	Brussels (BE)
	Copenhagen (DK)
	Helsinki (FI)
	Vienna (AT)
	Lisbon (PT)
	Ljubljana (SI)
Training Centre	Budapest (HU)
Patent Mediation and Arbitration Centre	Ljubljana (SI) and Lisbon (PT)

It is important to note that all EU Member States except Spain, Poland and Croatia signed the UPC Agreement, but the accession to the UPC Agreement is open to any EU Member State. In addition, it is expected that in the forthcoming years, the number of Contracting States of the UPC Agreement may increase (with the participation of e.g. Greece, Hungary, Ireland, Romania), and it is likely that they may also ambition the setting up of a local division in their respective territories.

B. Presentation of the UPC Medical and Social security Plan

The UPC will provide social security benefits to officials (meaning the Judges, the Registrar and the Deputy-Registrar), as well as to employees of the Court (for the first 7 years of operation of the Court, these are the employees and directors of the Patent Mediation and Arbitration Centre, and of the Training Centre). Officials fall under the scope of the Regulations governing the conditions of service of judges, the Registrar and the Deputy-Registrar, while the Staff Regulations of the Unified Patent Court apply to employees.

For the first 7 years of operation of the Court, administrative support staff of the Court (“the staff”) will be hired and remunerated by the participating Member States and will therefore **not fall under the UPC Medical and Social security Plan.**

The spouse and dependent children may also be covered under certain conditions¹.

The **UPC Medical and Social security Plan** (UPC-MSSP) is not subject to any national legislation and may take over risks that are not covered in the Member States welfare systems.

The provisions governing the UPC-MSSP stem from the Staff Regulations of the Unified Patent Court and the Regulations governing the conditions of Judges, the Registrar, and the Deputy-Registrar of the Unified Patent Court, and are annexed thereto. The relevant rules and instructions of the UPC-MSSP are attached to this annex under Section i).

For the purpose of this annex, “management” of the UPC-MSSP means the insurance of medical and social security services offered to the beneficiaries under this plan as well as the processing of medical claims.

The insurance company must be able to cover the following risks in accordance with the statutory provisions:

- Sickness
- Maternity
- Work accident
- Invalidity
- Death.

The management of the pension scheme is therefore **not included** in this call for tenders.

The coverage entails 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.

Another major feature of the UPC-MSSP is the freedom of choice granted regarding practitioners, hospitals or clinics in the country of duty station (including both the place of appointment and the places where a judge attends a hearing) or residence, taking into account that all beneficiaries will be located in the European Union. Healthcare expenses that are not incurred in the country of duty station or residence are not reimbursed except in case of force majeure or with the pre-agreement of the insurer/claims management

¹ Primary or top-up coverage is granted depending on whether beneficiaries are covered under another social protection scheme.

The UPC will mainly employ officials (i.e. judges, the Registrar and Deputy-Registrar) who will be by far the main category to cover in terms of population and the head counts will grow year after year. The number of employees is on the other hand expected to be stable.

All eligible UPC officials and employees will be automatically affiliated to the UPC-MSSP upon appointment. Nonetheless, it must be highlighted that the regulations provide for that the UPC-MSSP acts as a primary scheme only when no payment of benefits is received under any other legal or statutory sickness insurance. This may have implications for forecasting the benefits paid. Indeed, since the UPC will primarily employ part-time judges during the first years following its establishment, the insurer is expected to handle reimbursement claims mainly under the top-up scheme of the UPC-MSSP.

It is also important to note that reimbursements of healthcare and maternity expenses under the primary cover are made from the very first euro.

Before appointment, the UPC officials and employees must undergo a medical examination in line with the requirements of the relevant regulations. Furthermore, additional examinations of medical fitness for office will be required every three years.

A demographic projection of the UPC officials and employees is presented in Section g), under “Projected demographics at the UPC”.

Please also refer to “Relevant UPC-MSSP rules and instructions for the call for tenders” for more details on the population to be covered and social and medical benefits provided.

C. Legal framework

On pain of nullity, any tender must be duly signed, dated and placed inside two sealed envelopes before being submitted to the International Service for Remunerations and Pensions to Mr Jean-François POELS, OCDE – 2, rue André-Pascal - 75775 Paris CEDEX 16 – France before 30/04/2022.

The inner envelope will have to specify the tender number, along with the subject of the tender.

All the specifications included in the present document form the call for tenders for the provision of medical and social services. There is no commitment on the part of the UPC to accept all or part of an application submitted in the framework of the present call for tenders. Moreover the UPC may not be held liable and no compensation may be claimed by drawing up tenders.

The medical and social security benefits presented in this call for tenders mirror the statutory provisions applicable to the UPC officials and employees. These provisions will be appended to the contract that will be awarded to the selected provider and may be reviewed by the UPC throughout the term of this contract.

In the event of any substantial change in the level of benefits provided by the UPC during the contract term, the UPC and the selected economic operator may review, if needed, the economic and financial specifications of the contract. If no agreement has been reached between the parties within the time limit and under the conditions laid down in the contract, the UPC reserves the right to terminate the contract without either compensation or notice.

The UPC enjoys privileges and immunities, in particular immunity from legal process. The contract shall therefore include an arbitration clause stating that all differences arising out of the interpretation or application of the contract, failing friendly settlement, shall be referred to an arbitrator mutually agreed by the UPC and the selected economic operator.

The contractor should supply to the UPC, upon request, any document that is useful for the detailed verification of amounts invoiced. The UPC will notably have access to accounts of the contractor that are related to the services provided.

The contract will be signed for a period of 5 years, renewable. The tenderers are invited to indicate in a clear and precise manner the terms for the revision of the premiums.

The evaluation of the proposals by the ISRP will include criteria that are not exclusively financial. The ISRP will be free to assess the proposals, taking into consideration the cost of the services, their technical value, the management costs, the professional and financial guarantees provided by each tenderer, the quality of the management offered, as well as any other pertinent consideration, given the very particular nature of the services required.

The tenderers can present an offer combining management and insurance or a combined offer for the management and the insurance.

D. Confidentiality

The tenderers must expressly commit not to use information and documents related to the call for tenders except for within the framework of the tender and not for other purposes, to not make unauthorised copies and to not distribute or join these documents to their proposal.

Any inquiry related to the call for tenders or its accompanying documents should be directed to the International Service for Remunerations and Pensions to Mr Jean-François POELS, OCDE – 2, rue André-Pascal - 75775 Paris cedex 16 – France.

E. Questionnaire for the tenderers Part I – Insurance

PREMIUMS - HEALTHCARE

Q1 - Cost control

At its inception, the UPC will not be in position to design from scratch cost control policies in the area of healthcare. In this regard, the support of the selected economic operator will be of utmost importance to contain health expenditure.

Accordingly, the tenders will also be assessed on the basis of networks of practitioners (for instance dental and eye care providers) put in place by the selected economic operator to deliver better care for less money.

Any other suggestion to contain costs will also be carefully examined.

Q2 – Contributions

The tenderer will have to specify the contributions to the healthcare insurance scheme.

The contributions should include the pure premium but not the loading charge consisting of management-related fees. These management related fees must be disclosed in Part II.

The tenderer is asked to provide contributions per enrolled official and employee (taken as a single population) expressed both in Euros² and/or as a percentage of the contribution basis. The tenderer is asked to indicate several possible levels of contributions for three different scenarios:

- Option 1: when the whole UPC population (full time and part time) is affiliated to the UPC MSSP,
- Option 2: when only the UPC population whose working time is equal or above 20% is affiliated to the UPC MSSP,
- Option 3: when only the UPC population whose working time is equal or above 50% is affiliated to the UPC MSSP.

The tenderer is also invited to specify the maximum time limit for the payment of contributions and the potential impact of any delay on the establishment of the income statement.

Q3 – Evolution of the contributions

The tender shall make clear if the contribution rate defined in Q2 is guaranteed (except in case of a review of the benefits) for all or part of the contract duration.

If not, please provide the premium needed at the inception of the UPC to guarantee fixed contribution rates for 3, 4 and 5 years along with details about different alternative procedures for revising these rates.

² Expressed in 2022 values.

PREMIUMS – CAPITAL PAYMENTS, MAINTANCE OF REMUNERATION and BIRTH GRANT

Q4 – Contributions

The tenderer will have to specify the contributions to the following schemes:

- Capital payments on invalidity and death
- Maintenance of remuneration in case of sickness, accident or maternity
- Work accidents and occupational disease (including possible maintenance of remuneration and full coverage of healthcare expenses)
- Lump-sum payment on the birth or adoption of a child

The contributions should include the pure premium as well as the loading charge consisting of management-related fees.

The tenderer is asked to provide contributions per enrolled official and employee (taken as a single population) expressed both in Euros and/or as a percentage of the contribution basis. The tenderer is asked to indicate several possible levels of contributions for three different scenarios:

- Option 1: when the whole UPC population (full time and part time) is affiliated to the UPC MSSP,
- Option 2: when only the UPC population whose working time is equal or above 20% is affiliated to the UPC MSSP,
- Option 3: when only the UPC population whose working time is equal or above 50% is affiliated to the UPC MSSP.

The tenderer is also invited to specify the maximum time limit for the payment of contributions and the potential impact of any delay on the establishment of the income statement.

ADDITIONAL QUESTIONS

Please provide any document or information that could be useful in appraising the tender (insurance part).

Q5 – Financial data concerning your company

- Revenue in group insurance
 - o Of which insurance against invalidity and death
 - o Of which health insurance
- Please provide the income statement and the balance sheet of your company for the past two years.

Q6 – Total number of staff as of 31/12/2021

- In the EU
 - Of which staff working in group insurance
- In the world
 - Of which staff working in group insurance

Q7a – Total number of policyholders insured against sickness under primary coverage as of 31/12/2021

- In the EU
 - Of which staff working for an international organisation (please provide the list)
- In the world
 - Of which staff working for an international organisation (please provide the list)

Q7b – Total number of policyholders insured against sickness under top-up coverage as of 31/12/2021

- In the EU
 - Of which staff working for an international organisation (please provide the list)
- In the world
 - Of which staff working for an international organisation (please provide the list)

Q8 – Total number of policyholders insured against invalidity and death as of 31/12/2021

- In the EU
 - Of which staff working for an international organisation (please provide the list)
- In the world
 - Of which staff working for an international organisation (please provide the list)

Q9 – How long has your company been providing healthcare insurance

- Under primary scheme
 - In the EU
 - In the world
- Under top-up scheme
 - In the EU
 - In the world

F. Questionnaire for the tenderers Part II – Processing of medical claims

GENERAL BACKGROUND INFORMATION

Q10 – Processing of medical claims

- Does your company usually handle the reimbursement of medical claims or is this management outsourced? Please provide detailed information on
 - Primary coverage
 - Top-up cover
- Would your company be willing and able to process medical claims for the UPC-MSSP?
- Would your company be able to comply with all the terms of the relevant UPC regulations?
 - If not please list areas of concern
- Is your company able to manage reimbursement claims from all the countries?
- What are the pay-out delays?
 - Please provide a breakdown according to the type of coverage and the country
- Please specify if reimbursement claims would be managed with data-processing tools
- Please provide more details on the data processing (tools, type of files, file delivery schedules, updates, etc.)
- Please provide information on your experience in the field of processing of medical claims.
 - For primary coverage in and outside the EU
 - For top-up cover in and outside the EU
- In which city/location will the medical claims be processed?
- Is there a hotline support? Please provide details (type of support, free-phone number, information provided on internet, working hours, etc.)
- Please specify the language proficiency at operational level (hotline, mail, etc.)
- Management fees related to the processing of claims:
 - Please outline what are the management fees, in detail
 - How are these fees adjusted over time?
 - The tender shall make clear if the management fee is guaranteed for all or part of the contract duration. If not, please provide the level of fees needed at the inception of the UPC to guarantee

fixed rates for 3, 4 and 5 years along with details about different alternative procedures for revising these fee rates.

- Implementation of the management of reimbursement claims:
 - Please explain the way forward to concretely implement and follow up the management of claims with regards to IT tools, healthcare reimbursements, network of practitioners (if any), design and provision of statistics to the UPC, any other service that your company can offer as well as the calendar for implementation.
- Do you provide customer-oriented IT tools to monitor various set of data such as ongoing reimbursement claims, healthcare statistics for the UPC administration, etc.)?

STATISTICS

Q11 – Is your company able to provide the following statistics?

- Policyholders and beneficiaries
 - Breakdown by category and country of residence
 - Breakdown by age
 - Breakdown by type of coverage (primary and top-up)
 - Any other relevant information proposed by the tenderer
- Benefits
 - A file regularly updated containing the complete list of benefits paid per policyholder and beneficiary
 - Breakdown by country of residence
 - Breakdown of out-of-pocket health costs
 - Breakdown by type of coverage (primary and top-up)
 - Breakdown of prior agreements
 - Any other relevant information proposed by the tenderer
 - Statistics on work accidents and occupational diseases
- Contributions
 - Monitoring of contributions paid by the affiliates and the UPC

ADDITIONAL QUESTIONS

Please provide any document or information that could be useful in appraising the tender (as regards the management of claims).

Q12 – Financial data concerning your company as of 31/12/2021

- Revenue in group insurance broken down by brokerage commission and conferral of management powers
 - Of which insurance against invalidity and death
 - Of which health insurance

Q13 – Total number of staff handling reimbursement of claims as of 31/12/2021

- In the EU
- In the world

Q14 – How long has your company been processing claims for reimbursement?

- Under primary scheme
 - In the EU
 - In the world
- Under top-up scheme
 - In the EU
 - In the world

Q15 – What is the average annual number of reimbursement claims managed by your company?

- Under primary scheme
 - In the EU
 - In the world
- Under top-up scheme
 - In the EU
 - In the world

Q16 – Please provide details on the IT infrastructure and softwares used to handle claims for reimbursement

G. Projected demographics at the UPC

OFFICIALS (judges, the Registrar, the Deputy-Registrar)

- JUDGES

Projected demographics of judges at the UPC for Year 1

During the first round of recruitment at the Unified Patent Court (UPC), 35 legally qualified judges (LQJs) and 50 technically qualified judges (TQJs) will be appointed. Altogether, it adds up to 85 judges. Besides 5 full-time LQJs, all the other judges will be employed on a part-time basis.

Year 1		Headcount
Full-time judges (100%)		5
Part-time judges	50%	10
	20%	20
	5%	40*
Total number		75 → 85*

* Even though 10 TQJs are not included in the FTE calculation, they need to be considered for the total number of appointed judges.

- Judges are expected to join the UPC from the age of 45/50

Projected demographics of judges at the UPC for Years 2 to 5

A very tentative projection of demographics for Years 2 to 5 is displayed in the following, which is based on estimates on the UPC's caseload from 2011. It is important to keep in mind the uncertainties as regards the caseload estimates and to emphasise that the UPC's governing bodies will be free to make any future recruitment decisions, regardless of the following projections.

Year 2		Heads	FTE
Full-time judges		10	10
Part-time judges	50%	24	12
	20%	20	4
	8%	50	4
Total number		104	30

Year 3		Heads	FTE
Full-time judges		15	15
Part-time judges	50%	40	20
	20%	15	3
	10%	50	5
Total number		120	43

Year 4		Heads	FTE
Full-time judges		20	20
Part-time judges	50%	50	25
	20%	15	3
	10%	60	6
Total number		<u>145</u>	54

Year 5		Heads	FTE
Full-time judges		25	25
Part-time judges	50%	60	30
	20%	10	2
	14%	70	10
Total number		<u>165</u>	67

• **THE REGISTRAR AND THE DEPUTY-REGISTRAR**

Year	1	2	3	4	5
Full-time Registrar	1	1	1	1	1
Full-time Deputy-Registrar	1	1	1	1	1
Total number	2	2	2	2	2

EMPLOYEES

Year	1	2	3	4	5
Full-time employees	7	7	7	7	7
Total number	7	7	7	7	7

- Employees are expected to join the UPC from the age of 35

Tentative assumption of the geographical spread of officials and employees in Year 1, excluding the 50 technically qualified judges

Instance and division / Centre	Seat	Number of officials	Number of employees
Court of Appeal	Luxembourg (LU)	7	0
Court of First Instance			0
• central division	Paris (FR)	3	0
• section of the central division	Munich (DE)	2	0
• Nordic-Baltic regional division (participating states: SE, EE, LT, LV)	Stockholm (SE), with locations in EE, LT, LV	2	0
• local divisions	Paris (FR)	2*	0
	Munich (DE)	2*	0
	Düsseldorf (DE)	2*	0
	Hamburg (DE)	2*	0
	Mannheim (DE)	2*	0
	Milan (IT)	2*	0
	The Hague (NL)	2*	0
	Brussels (BE)	1	0
	Copenhagen (DK)	1	0
	Helsinki (FI)	1	0
	Vienna (AT)	1	0
	Lisbon (PT)	1	0
	Ljubljana (SI)	1	0
Training Centre	Budapest (HU)	0	3
Patent Mediation and Arbitration Centre	Ljubljana (SI) and Lisbon (PT)	0	4

* 3-4 additional officials (judges) will be appointed to one or more of the larger local divisions

As far as the 50 technically qualified judges are concerned, they will be appointed to the Court of First Instance, without the specification of any division, since they will work on a case-by-case basis, and hear cases in different locations of the Court, both at the Court of Appeal and at the Court of First Instance. Therefore, their geographical spread cannot be estimated.

H. Salaries at the UPC subject to contribution to the Medical and Social security Plan

	<i>Category</i>	<i>Monthly salary (gross, EUR)</i>
Officials	Judges of the Court of Appeal, and of the Registrar	20 062
	Judges of the Court of First Instance, and of the Deputy-Registrar	18 089
Employees	Director of the Mediation and Arbitration Centre, Director of the Training Centre	10 593
	Case Managers	From 5 190 to 6 366
	Assistants/secretaries	From 4 083 to 4 907

- Salaries could be updated on an annual basis according to a method to be defined.
- Salaries of the case managers and assistants/secretaries are subject to geographical weighing determined on the basis of the correction coefficients set in article 3 of the EU Regulation No 423/2014 .

I. Relevant UPC-MSSP rules and instructions for the call for tenders

Specific provisions in the Staff Regulations

Article 13

Medical fitness for office and examination

1. Prior to appointment, a successful candidate shall submit to the Registrar a certificate in one of the official languages of the EPO that he is medically fit to carry out the duties of the office. The Appointing Authority may require that the certificate is issued by a physician designated by the Administrative Committee.
2. The staff shall be required to undergo an examination of medical fitness for office held every 3 years, or any medical examination ordered as a general measure by the Registrar.

Article 33

Birth leave

1. Paid birth leave shall be granted to staff.
2. a) An expectant mother shall be entitled, on the basis of a medical certificate stating the probable date of confinement, to birth leave on full pay beginning not more than six weeks before the date indicated on the certificate and ending ten weeks after the date of the confinement.
- b) Except for the cases referred to in paragraphs c) and d), when an expectant mother has already had two live births or she or the household already has at least two dependent children under age twenty living in the household, the period of leave on full pay shall be extended to eight weeks before the expected date of confinement and to eighteen weeks after the date of birth.
- c) Where twins are expected, the period of leave on full pay shall be increased to twelve weeks prior to the expected date of confinement and to twenty-two weeks after the date of birth.
- d) Where triplets or more children are expected, the period of leave on full pay shall be increased to twenty-four weeks prior to the expected date of confinement and to twenty-two weeks after the date of birth.
3. Following the birth of his child or children, a staff member who is a new parent and who is not the parent who has given birth shall be entitled to non-fractionable birth leave on full pay of 14 calendar days in the event of a single birth and 21 calendar days in the event of a multiple birth. This leave must be taken within 4 months of the birth or it will be lost. A similar leave shall be granted following the adoption of the child. Such leave may not, however, be cumulated with the adoption leave referred to in paragraph 4 of this Article.
4. A staff member with whom a child is placed for adoption by an adoption service recognised by the legislation of the country of residence shall be entitled to ten weeks leave on full pay, or twenty-two weeks leave on full pay in the event of a multiple adoption, starting from the date of the child's (or children's) arrival in his home.

Article 35

Sick leave

1. Staff who provides evidence of being unable to carry out their duties by reason of illness or accident shall be entitled to sick leave.
2. The staff concerned shall produce a medical certificate if they are unable to carry out their duties for more than three days. Failing this, and unless failure to produce the certificate is due to reasons beyond their control, they shall not be considered entitled to sick leave.
3. Sick leave shall be granted for an initial period of up to four months during any one year of service, but not more than four consecutive months.
4. Staff may be entitled to an extended sick leave for a period of not more than 20 months upon the expiry of their sick leave provided for in paragraph 3.
5. A staff member who has absented himself from duty for reasons of sickness or accident and who does not produce the medical certificate required under the Implementing instructions as set out in Article 42(1) of these Regulations, shall forfeit annual leave entitlement equal to the number of days of uncertified absence or, if the staff member has exhausted his entitlement to annual leave, shall forfeit his entitlement to salary for the same period.
6. Where staff on extended sick leave become fit to resume work and cannot be reinstated in their category and grade because, after a period of research of three months, no functions corresponding to their qualifications and experience are available within the Court, or where a staff member is not fit for service at the end of a period of extended sick leave, the Appointing Authority shall terminate the appointments of such staff member.
7. Staff placed on extended sick leave:
 - a) shall not be entitled to periodic advancement, annual paid leave, or, in general, to any other right based on length of service with the Court;
 - b) shall continue to pay contributions to the Pension Plan;
 - c) shall be entitled to any benefits payable in accordance with Article 38 of these Regulations.
8. Where a staff member on extended sick leave is declared medically fit for service by the designated physician:
 - a) the Registrar shall, for a period of three months as from the declaration of fitness, look for available functions within the Court corresponding to his qualifications and experience, unless the staff member renounces thereto in writing.
 - b) During the period of research referred to in paragraph a) above, the staff member shall be placed on special leave.
 - c) If functions corresponding to the qualifications and experience of the staff member are available during the period of research, those functions shall be assigned immediately to him. If, at the end of the period of research, no functions corresponding to the qualifications and experience of the staff member are available, the Appointing Authority shall terminate his appointment.

TITLE VI

MEDICAL AND SOCIAL SECURITY AND PENSION BENEFITS

Article 38

Medical and Social security Plan and Pension Plan

Staff shall be entitled:

- a) to benefits in case of sickness, maternity, work accident, invalidity or death, under the Medical and Social Security Plan of the Court, in accordance with Annex III;
- b) to benefits under the Pension Plan of the Court, in accordance with Annex IV.

Instruction 35/1

A staff obliged through sickness or accident to absent himself from duty shall inform his/her immediate superior and the Registrar thereof by the fastest available means.

Instruction 35/2

During sick leave, a staff shall be entitled to the benefits specified in Article 38.

Instruction 35.2/1

- a) Where the absence of a staff, owing to sickness or accident, does not exceed three consecutive working days, the staff shall not be required to produce a medical certificate unless and until his total uncertified sick leave in any one calendar year exceeds nine working days; these nine working days shall be included in the four months paid sick leave provided for in Article 35.
- b) However, any absence owing to a work accident and any absence owing to sickness or accident which immediately precedes or follows a period of annual leave must be justified by a medical certificate, whatever the length of such absence.

Instruction 35.2/2

- a) A staff obliged through sickness or accident to absent himself from duty and whose absence is not covered by Instruction 35.2/1 a), shall send the Registrar within 48 hours of stopping work, save in cases of force majeure, the original of the medical certificate prescribing work stoppage and specifying its probable duration.
- b) Staff on sick leave may be required to undergo a medical examination by a physician designated by the Registrar. Such staff are therefore obliged to comply with their physicians' instructions as regards the hours during which they may go out, and to inform the Registrar of the address where they may be contacted at other times, should this address not be their domicile.

Instruction 35.2/3

- a) A staff who has been absent from duty following a work accident, or for more than thirty consecutive days owing to sickness, shall undergo a medical examination by a physician designated by the Registrar not later than the day following that on which he resumes duty.
- b) A staff who has been declared temporarily unfit for work as a result of the medical examination by a physician designated by the Registrar shall not resume work until he/she has been examined and declared fit for work by a physician.

Instruction 35/3

Any staff may at any time be required to undergo a medical examination by a physician designated by the Registrar and may as a consequence be required to take sick leave in the interests of his health.

Instruction 35.4/1

If a staff is medically unfit for returning to duty on the expiry of his sick leave, he/she shall be placed on extended sick leave.

Instruction 35.4/2

A staff on extended sick leave shall:

- a) leave an address with the Registrar where communications may reach him;
- b) inform the Registrar of any changes in family status or relevant professional qualifications.

Specific provisions in the Regulations governing the conditions of service of judges, the Registrar and the Deputy-Registrar

Article 19

Medical fitness for office and examination

1. Prior to appointment, a successful candidate for the offices of judge, Registrar or Deputy-Registrar shall submit to the Appointing Authority via the intermediary of the President of the Court of Appeal or, in the case of a judge of the Court of First Instance or of the Deputy-Registrar, of the President of the Court of First Instance a certificate in one of the official languages of the EPO that he is medically fit to carry out the duties of the office. The Appointing Authority may require that the certificate be issued by a physician designated by the Administrative Committee.

2. A judge, the Registrar or the Deputy-Registrar shall be required to undergo an examination of medical fitness for office held every 3 years or any medical examination ordered as a general measure by the President of the Court of Appeal or, in the case of a judge of the Court of First Instance or of the Deputy-Registrar, by the President of the Court of First Instance.

Article 42

Birth leave

1. Paid birth leave shall be granted to a judge, the Registrar or the Deputy-Registrar.

2. a) An expectant mother shall be entitled, on the basis of a medical certificate stating the probable date of confinement, to birth leave on full pay beginning not more than six weeks before the date indicated on the certificate and ending ten weeks after the date of the confinement.

b) Except for the cases referred to in paragraphs c) and d), when an expectant mother has already had two live births or she or the household already has at least two dependent children under age twenty living in the household, the period of leave on full pay shall be extended to eight weeks before the expected date of confinement and to eighteen weeks after the date of birth.

c) Where twins are expected, the period of leave on full pay shall be increased to twelve weeks prior to the expected date of confinement and to twenty-two weeks after the date of birth.

d) Where triplets or more children are expected, the period of leave on full pay shall be increased to twenty-four weeks prior to the expected date of confinement and to twenty-two weeks after the date of birth.

3. Following the birth of his child or children, a judge, the Registrar or the Deputy-Registrar who is a new parent and who is not the parent who has given birth shall be entitled to non-fractionable birth leave on full pay of 14 calendar days in the event of a single birth and 21 calendar days in the event of a multiple birth. This leave must be taken within 4 months of the birth or it will be lost. A similar leave shall be granted following the adoption of the child. Such leave may not, however, be cumulated with the adoption leave referred to in paragraph 4 of this Article.

4. A judge, the Registrar or the Deputy-Registrar with whom a child is placed for adoption by an adoption service recognised by the legislation of the country of residence shall be entitled to ten weeks leave on full pay, or twenty-two weeks leave on full pay in the event of a multiple adoption, starting from the date of the child's (or children's) arrival in his home.

Article 44

Sick leave

1. A judge, the Registrar or the Deputy-Registrar, who provides evidence of being unable to carry out his duties by reason of illness or accident shall be entitled to sick leave.
2. The judge, the Registrar or the Deputy-Registrar concerned shall produce a medical certificate if he is unable to carry out his duties for more than three days. Failing this, and unless failure to produce the certificate is due to reasons beyond his control, the judge, the Registrar or the Deputy-Registrar shall not be considered entitled to sick leave.
3. Sick leave shall be granted for an initial period of up to four months during any one year of service, but not more than four consecutive months.
4. A judge, the Registrar or the Deputy-Registrar may be entitled to an extended sick leave for a period of not more than 20 months upon the expiry of their sick leave provided for in paragraph 3 above.
5. A judge, the Registrar or the Deputy-Registrar who has absented himself from duty for reasons of sickness or accident and who does not produce the medical certificate required under Instruction 44/1 shall forfeit annual leave entitlement equal to the number of days of uncertified absence or, if the judge, the Registrar or the Deputy-Registrar has exhausted his entitlement to annual leave, shall forfeit his entitlement to salary for the same period.
6. A judge, the Registrar or the Deputy-Registrar placed on extended sick leave:
 - a) shall not be entitled to annual paid leave, or, in general, to any other right based on length of service with the Court;
 - b) shall continue to pay contributions to the Pension Plan of the Court; and
 - c) shall be entitled to any benefits payable in accordance with Article 48 of these Regulations.
7. Where a judge, the Registrar or the Deputy-Registrar on extended sick leave is declared medically fit for service as a result of the medical examination by a designated physician designated by the Appointing Authority:
 - a) the President of the Court of Appeal or, in the case of a judge of the Court of First Instance or of the Deputy-Registrar, the President of the Court of First Instance Registrar shall, for a period of three months as from the declaration of fitness, look for available functions within the Court corresponding to his qualifications and experience, unless the judge, the Registrar or the Deputy-Registrar renounces thereto in writing.
 - b) During the period of research referred to in paragraph a), the judge, the Registrar or the Deputy-Registrar shall be placed on special leave.
 - c) If functions corresponding to the qualifications and experience of the judge, the Registrar or the Deputy-Registrar are available during the period of research, those functions shall be assigned immediately to him. If, at the end of the period of research, no functions corresponding to the qualifications and experience of the judge, the Registrar or the Deputy-Registrar are available, the Appointing Authority shall terminate his appointment.

Article 48

Medical and Social security Plan and Pension Plan

A judge, the Registrar and the Deputy-Registrar of the Court shall be entitled:

- a) to benefits in case of sickness, maternity, work accident, invalidity or death, under the Medical and Social Security Plan of the Court, in accordance with Annex I;
- b) to benefits under the Pension Plan of the Court, in accordance with Annex II.

Instructions

Instruction 44/1

A judge, the Registrar or the Deputy-Registrar obliged through sickness or accident to absent himself from duty shall inform the President of the Court of Appeal or, in the case of a judge of the Court of First Instance or of the Deputy-Registrar, the President of the Court of First Instance thereof by the fastest available means.

Instruction 44/2

During sick leave, a judge, the Registrar or the Deputy-Registrar shall be entitled to the benefits specified in Article 48.

Instruction 44.2/1

a) Where the absence of a judge, the Registrar or the Deputy-Registrar, owing to sickness or accident, does not exceed three consecutive working days, the judge, the Registrar or the Deputy-Registrar shall not be required to produce a medical certificate unless and until his total uncertified sick leave in any one calendar year exceeds nine working days; these nine working days shall be included in the four months paid sick leave provided for in Article 44.

b) However, any absence owing to a work accident and any absence owing to sickness or accident which immediately precedes or follows a period of annual leave must be justified by a medical certificate, whatever the length of such absence.

Instruction 44.2/2

a) A judge, the Registrar or the Deputy-Registrar obliged through sickness or accident to absent himself from duty and whose absence is not covered by Instruction 44.2/1 a), shall send to the President of the Court of Appeal or, in the case of a judge of the Court of First Instance or of the Deputy-Registrar, to the President of the Court of First Instance within 48 hours of stopping work, save in cases of force majeure, the original of the medical certificate prescribing work stoppage and specifying its probable duration.

b) Judges, the Registrar or the Deputy-Registrar on sick leave may be required to undergo a medical examination by a physician designated by the Administrative Committee. They are therefore obliged to comply with their physician's instructions as regards the hours during which they may go out, and to inform the President of the Court of Appeal or, in the case of a judge of the Court of First Instance or of the Deputy-Registrar, the President of the Court of First Instance of the address where they may be contacted at other times, should this address not be their domicile.

Instruction 44.2/4

a) A judge, the Registrar or the Deputy-Registrar who has been absent from duty following a work accident, or for more than thirty consecutive days owing to sickness, shall undergo a medical examination by a physician designated by the Administrative Committee not later than the day following that on which he resumes duty.

b) A judge, the Registrar or the Deputy-Registrar who has been declared temporarily unfit for work as a result of the medical examination by a designated physician shall not resume work until he has been examined and declared fit for work by a physician.

Instruction 44/3

Any judge, the Registrar or the Deputy-Registrar may at any time be required to undergo a medical examination by a physician designated by the Administrative Committee and may as a consequence be required to take sick leave in the interests of his health.

Instruction 44.4/1

If a judge, the Registrar or the Deputy-Registrar is medically unfit for returning to duty on the expiry of his sick leave, he shall be placed on extended sick leave.

Instruction 44.4/2

A judge, the Registrar or the Deputy-Registrar on extended sick leave shall:

a) leave an address where communications may reach him with the President of the Court of Appeal or, in the case of a judge of the Court of First Instance or of the Deputy-Registrar, the President of the Court of First Instance;

b) inform the President of the Court of Appeal or, in the case of a judge of the Court of First Instance or of the Deputy-Registrar, the President of the Court of First Instance of any changes in family status or relevant professional qualifications.

Common provisions in the Staff Regulations (Annex III) and in the Regulations governing the conditions of service of judges, the Registrar and the Deputy-Registrar (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 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, 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 the 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

Participants and retired participants shall be affiliated to 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 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 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 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 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 of the Regulations, 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 of this Annex ;
 - iii) shall be suspended throughout any period of leave for any reason other than sickness, without prejudice to any entitlements under Article 3 of this Annex.
- b) Risks not covered under the Court's Medical and Social Security Plan shall be specified by 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;
 - 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 Court or Article 49 of the Regulations governing the conditions of service of judges, the Registrar and the Deputy-Registrar;
- 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 Instructions.
- b) The procedure for obtaining benefits shall be determined by Instructions.

Article 11

- a) In the event of sickness, maternity or accident other than those mentioned in Article 20 of this Annex, the beneficiaries listed in Article 6 a) of this Annex 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 Appendix. 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 Appendix, 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.
- 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 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 Court and in Article 44 of the Regulations governing the conditions of service of judges, the Registrar and the Deputy-Registrar 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 hemoglobinopathy;

- 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 Rule, account shall be taken of all periods of sick leave and extended sick leave granted under Article 35 of the Staff Regulations of the Court and Article 44 of the Regulations

governing the conditions of service of judges, the Registrar and the Deputy-Registrar 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 January 2017 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, a 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, or
 - 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 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 that Annex. 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		
I – MEDICAL CONSULTATIONS					
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			
Prior agreement is needed:					
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.					
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					
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.					
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.
II – DENTAL TREATMENT					
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		
III – SPECIALIZED CARE				On prescription
1/ Electrotherapy	100 %	Subject to Article 5 of this Appendix	---	Direct payment in full or in part may be made to the treatment center
2/ Dialysis	100 %		---	
3/ Chemotherapy	100 %		---	
4/ Radiotherapy	100 %		---	
IV – MEDICAL AIDES				On prescription
1/ Nurses	92.5 %	Subject to Article 5 of this Appendix	No	
2/ Masseurs / physiotherapists	92.5 %	Subject to Article 5 of this Appendix	Yes	
Prior agreement is needed:				
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.				
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				
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.				
3/ Speech therapists and orthoptists	92.5 %	Subject to Article 5	Yes	100% for a child under the age of 16

Prior agreement is needed:

- 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.
- 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

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.

4/ Chiropodists / podologists	92.5 %	Subject to Article 5	Yes	
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Prior agreement is needed:

- 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.
- 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

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.

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 of this Appendix		Yes	

Prior agreement is needed:

- 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.
- 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

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.

8/ Psychomotor specialists	92.5 %	Subject to Article 5 of this Appendix	Yes	
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Prior agreement is needed:

- 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.
- 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

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.

9/ Travel expenses of medical aides	92.5 %	9 € per act	9 € per act	---	
V – PHARMACEUTICALS					On prescription
Medicines, vaccines	92.5 %	Subject to Article 5 of this Appendix		---	
VI – LABORATORY ANALYSIS					

	92.5 %	Subject to Article 5 of this Appendix	---	
VII – MEDICAL IMAGERY				
Including:				
1/ X-ray examinations	92.5 %	Subject to Article 5 of this Appendix	---	
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
VIII – GLASSES / LENSES				On prescription
1/ Glasses or lenses	92.5 %	Subject to Article 5 of this Appendix	---	<p>1 pair of glasses or</p> <p>1 pair of lenses per year Per beneficiary. When discardable lenses are prescribed, the ceiling is 382 € per year.</p> <p>a 2nd pair per year:</p> <p>for children under the age of 16</p> <p>for beneficiaries over the age of 16, subject to prior</p> <p>agreement, or in the event of breakage of glasses or damage to lenses, on an honour statement of the person affiliated</p>
Glasses	Children and adults, single vision		Adults, multifocal	
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)
IX – EQUIPMENT					On prescription
	92.5 %	Subject to Article 5 of this Appendix		Yes	Except when the equipment or repairs cost less than 229 €
X – HOSPITALISATION Including all care and services connected with surgery and hospitalisation, even for a period of less than 24 hours					Direct payment in full or in part may be made to the hospital
For persons who depend solely on the Court's Medical and Social Security Plan: Prior agreement and estimates are mandatory, regardless of the establishment.					
For persons who have a basic medical coverage with another social protection system and are covered in complement by the Court:					
1/ Establishments :					
Public	100 %	Subject to Article 5 of this Appendix		---	
Private	92.5 %	Subject to Article 5 of this Appendix		---	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	---	
2/ Geriatric establishments providing medical care (medium and long term stays)		229 € per day for a medium term stay	344 € per day for a medium term stay		Long term stay as from the sixth month
Public	100 %	54 € per day for a long term stay (care)	69 € per day for a long term stay (care)		
Private	92.5 %				
3/ Specialised medical establishments other than		Subject to Article 5 of this Appendix			

Public	100 %	Subject to Article 5 of this Appendix		
Private	92.5 %	Subject to Article 5 of this Appendix		
XI – CHILDBIRTH				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		
XII – PATIENT TRAVEL				On prescription
Without hospitalisation	92.5 %	Subject to Article 5 of this Appendix	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
With hospitalisation for more than 24 hours	100%		No Yes	If it is an emergency for an appropriate establishment close to the patient home In other cases
XIII – CARE DIRECTLY RELATED TO THE DISABILITY				On prescription

- Care directly related to the disability and board and lodging in medical establishments providing such care	100%	Subject to Article 5 of this Appendix	No	Direct payment in full or in part possible
- Equipment and prosthesis directly related to the disability (including repairs)	100%	Subject to Article 5 of this Appendix	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 of this Appendix	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

IMPLEMENTING INSTRUCTIONS TO THE MEDICAL AND SOCIAL SECURITY PLAN OF THE COURT

CHAPTER I – GENERAL PROVISIONS

Section II: Maintenance of Entitlement

3/1

- a) *The request of former participants to remain affiliated to the Court's Medical and Social Security Plan shall be made no later than one month following termination of their appointment.*
- b) *Affiliation shall take effect on the day following termination of their appointment.*

4/1

Affiliation shall cease when the persons referred to in Article 4 of the Medical and Social Security Plan of the Court cease to fulfil the conditions set out in that Article.

4/2

Persons referred to in Article 4 of the Medical and Social Security Plan of the Court no longer fulfil the conditions set out in that Article shall immediately inform the Registrar thereof.

Section III: Beneficiaries

5/1

- a) *If the beneficiaries are covered or may be covered by one or more other social protection schemes subscribed to on a compulsory basis, benefits due under such scheme or schemes must in all cases be obtained before any application is made for cover under the Court's Medical and Social Security Plan and shall be deducted from benefits provided by that plan.*
- b) *If health care expenses for beneficiaries are payable or reimbursable under one or more voluntary insurance schemes, benefits received thereunder must in all cases be declared to the Court and shall be deducted from benefits due under the Court's Medical and Social Security Plan.*
- c) *If the spouse or the co-habitee of a participant working part-time pursues a gainful occupation and as such is entitled to cover for the health care expenses of himself/herself and his/her children, benefits due to the children in this respect must in all cases be obtained before any application is made for cover by the Court's Medical and Social Security Plan and shall be deducted from benefits provided under that plan.*

5/2

The person affiliated shall inform the Registrar of any other social protection scheme giving entitlement to cover for health care expenses for himself or for one of the persons referred to in Article 6 a) of the Medical and Social Security of the Court.

Section IV: Period of Cover and Exclusions

7/1

The consequences:

- a) of flying accidents occurring during a non-commercial flight in an aircraft which does not hold a valid airworthiness certificate or is flown by a pilot not holding a valid flying certificate or licence, or during a flight on hang-gliders or during air competitions and aerobatics, records, attempted records or preliminary tests, acceptance tests, or parachute jumping not resulting from an emergency on board the aircraft;*
- b) of wounds or injuries resulting from the use of motor vehicles in racing competitions or rally,*

shall not be covered by the Court's Medical and Social Security Plan in respect of health care expenses and maintenance of salary referred to in Articles 10 and 14 of the Medical and Social Security Plan of the Court.

7/2

The consequences:

- a) of acts of war in the case of beneficiaries who are mobilised or have volunteered for military service;*
- b) of insurrection or riots in which the beneficiary has taken part in;*

shall not give entitlement to benefits under the Court's Medical and Social Security Plan.

7/3

The consequences of the conscious suicide of the person affiliated in the first two years of service with the Court, or of any such attempted suicide or attempted mutilation in the same period, shall not give entitlement to the capital benefits referred to in Article 19 of the Medical and Social Security Plan of the Court.

Section V: Claims, fraud and subrogation

8/1

Claims by the person affiliated and the Court under the Medical and Social Security Plan of the Court shall be prescribed in accordance with Article 15 of the Regulations governing the conditions of service of judges, the Registrar and the Deputy-Registrar and with Article 10 of the Staff Regulations of the Court.

8/2

The person affiliated shall reimburse all sums unduly received. If these sums are not fully reimbursed within a reasonable period of time, the Registrar may deduct the outstanding amount from any sum due to the person affiliated or to the persons entitled under him, including sums due in the form of pension payments.

8/3

The person affiliated shall notify the Registrar of any accident to himself or another beneficiary referred to in Article 6 of the Medical and Social Security Plan of the Court, regardless whether or not such accident was caused by a third party. The person affiliated shall, where appropriate, provide all information necessary to identify the persons involved and their insurers and regarding the circumstances of the accident, so as to enable the Court to exercise its rights vis-à-vis any third party who may be liable.

CHAPTER II - SICKNESS AND MATERNITY

Section I: Health Care Expenses

Section II: Maintenance of Salary in case of Sickness

14/1

- a) *Payment of salary and allowances shall be subject to compliance with the Staff Regulations of the Court or the Regulations governing the conditions of service of judges, the Registrar and the Deputy-Registrar. Payment of salary and allowances may be suspended if the doctor designated by the Registrar finds that the participant is not following the treatment and prescriptions of his own doctor or that the participant is fit to resume work.*
- b) *The salary and allowances shall cease to be due on termination of the appointment.*

Section III: Special Benefits in case of Maternity or Adoption

15/1

Where the parents of the child are both participants, the allowance shall only be paid once, to the parent designated by common agreement between the two parents, or failing such agreement, to the parent whose emoluments are lower.

15/2

The Registrar shall review each year the amount of the allowance with reference to the consumer price index (HICP) applicable in Luxembourg and decide whether to propose its adjustment to the Administrative Committee within the framework of the adoption of the annual budget of the Court.

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

Section II: Capital Payments on Death or Invalidity

18/1

Reference shall be made to the European Disability Rating Scale for the purpose of assessing the total permanent invalidity within the meaning of Article 19 a).

18/2

Findings of total permanent invalidity within the meaning of Article 19 a) shall be made by the Invalidity Board referred to in the Pension Plan of the Court, in accordance with the relevant articles and Instructions.

CHAPTER IV - WORK ACCIDENTS AND OCCUPATIONAL DISEASE

Section I: Definition

20/1

Any accident within the meaning of Article 20 of the Medical and Social Security Plan of the Court which occurs while the participant is on mission shall be deemed to be a work accident, provided he/she had not interrupted his participant business for some personal reason unrelated to the functions assigned to him.

20/2

- a) *Any accident referred to in paragraph a) or b) of Article 20 of the Medical and Social Security Plan of the Court shall be notified in writing to the Registrar within 48 hours.*
- b) *The Registrar shall, following investigation and where necessary medical examination, inform the participant whether or not the accident is recognised as a work accident, and if it is not, shall give the reasons for such decision.*

Section III: Invalidity or Death

23/1

The degree of partial permanent incapacity shall be established in accordance with the European Disability Rating Scale relating to permanent incapacity following a work accident or occupational disease, including in cases of successive work accidents.

23/2

The incapacity or invalidity referred to in Article 23 of the Medical and Social Security Plan of the Court shall be established by Invalidity Board referred to in the Pension Plan of the Court, in accordance with the relevant Articles and Instructions.

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

24/1

The share of the cost of the Court's Medical and Social Security Plan payable under Article 24 of the Medical and Social Security Plan of the Court by persons affiliated thereto shall take the form of a monthly contribution fixed periodically by the Registrar. The contribution shall be expressed as a percentage of the basic salary for capital benefits in the event of invalidity or death, as well as, for all other benefits:

- i) for persons who leave the Court and are eligible to the provisions of Article 3 of the Medical and Social Security Plan of the Court, as a percentage of the basic salary at the date of termination of their appointment;*
- ii) for retired participants, as a percentage of the highest of the two following amounts:*
 - any pension paid to them by the Court;*
 - the pension payable to a participant at age 65 after twenty years' of full-time service;*
- iii) for any beneficiary under the Pension Plan of the Court, as a percentage of their respective pension.*

24/2

In the case of persons affiliated who receive a basic salary, a pension from the Court, the monthly contribution shall be deducted therefrom by the Registrar. Other persons affiliated shall pay the contribution before the fifteenth day of each month; their affiliation shall be suspended where contributions are more than two months overdue and shall terminate if the person affiliated fails to pay the arrears within one month of being served notice to do so by the Registrar.