

LICA Medical Plan Rules

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Chapter I

General Observations

Object

The object of the LICA Medical Plan is to assist subscribers and their eligible family members in meeting expenses incurred for certain health services, facilities and supplies arising from sickness, accident or maternity and which should be reimbursed within the limits laid down in this Rules.

Third Party Administrator

The administration of LICA Medical Plan claims is outsourced to a Third Party Administrator who is an independent administration firm. UNOPS Headquarters will provide advice to the Third Party Administrator (hereinafter referred to as “the TPA”) upon request.

The TPA will have the responsibility for the day-to-day operation of the LICA Medical Plan. This includes reviewing, processing, and reimbursement of claims, financial management, and accounting of settled claims.

Underwriter

The underwriting of the LICA Medical Plan claims is outsourced to an insurer retained by UNOPS through a commercial agreement. The insurer will apply the same exceptions in respect of insured persons claiming insurance benefits as are applicable to the UNOPS. The insurer has delegated the management and implementation of the LICA Medical Plan to the TPA. In particular, the TPA is responsible for the collection of premiums and the reimbursement of claims due to the beneficiaries. The TPA designates the arbitrators and the doctors on behalf of the insurer.

Chapter II

Rules Governing the LICA Medical Plan

1.0 General

1.1 Purpose

The LICA Medical Plan is a health insurance scheme operated by UNOPS for the benefit of UNOPS personnel holding Local Individual Contractor agreements of ICA LICA, personnel engaged by UNOPS under LICAs under the direct supervision of a UNOPS' partner, and if so requested by the relevant partner, and the eligible family members¹ of eligible and enrolled LICA holders.

1.2 Eligibility

Participation in the LICA Medical Plan is as follows:

- a) Mandatory for Local Individual Contractors engaged by UNOPS under the LICAs of three months or longer and under the direct supervision of UNOPS.
- b) Mandatory for Local Individual Contractors engaged by UNOPS under LICAs under the direct supervision of a UNOPS' partner, and if so requested by the relevant partner. Compulsory if meeting the eligibility criteria.
- c) Voluntary for eligible family members of enrolled Local Individual Contractors.

1.3 Administration of LICA Medical Plan Claims

The TPA will administer claims for all UNOPS LICA Medical Plan subscribers (i.e. subscribers under section 1.2(a), 1.2.(b) and 1.2(c) above).

2.0 Participation

2.1 Automatic participation

Contract

Participation in the LICA Medical Plan is automatic for all LICA holders falling under section 1.2(a) and 1.2(b) above.

If a LICA holder who is not initially eligible remains as a holder of a LICA beyond three months, he/she would need to be enrolled from the date beginning of the month when he reached the required threshold of three months.

Contributions

Enrolled LICA holders will have a deduction taken from their fees in respect of their participation in LICA Medical Plan as described in Appendix B.

¹ Eligible family members constitute the enrolled LICA holder's spouse and children. The LICA Medical Plan recognizes only one spouse as eligible for coverage; the number of children covered under the Plan is unlimited as long as they are eligible. Parents, brothers and sisters, are not eligible for the Plan.

Enrolment

Since participation in the LICA Medical Plan is automatic UNOPS (through the UNOPS Global Shared Services Center, „GSSC“) shall inform the TPA of the list of individuals who should be provided with insurance coverage.

Waivers for certain locations

Under certain circumstances, all LICA holders at a given location may be excluded by UNOPS from participating in the LICA Medical Plan.

2.2 Voluntary participation

Enrolment of eligible family members *is voluntary*.

Eligible family members**Spouse**

A recognized spouse is always eligible. The spouse shall cease to be eligible upon divorce or legal separation from the Local Individual Contractor.

Children

A child is insurable under the LICA Medical Plan until the end of the year in which he/she reaches the age of 25, provided all of the following conditions are met, namely that he/she is:

- a) a dependant of the subscriber;
- b) not married; *and*
- c) not engaged in full-time employment.

Moreover, unmarried children who are incapable of self-sustaining employment by reason of mental retardation or physical handicap, who became so incapable prior to attainment the age 21, are also insurable under the LICA Medical Plan regardless of their age.

The Local Individual Contractor shall act as the legal representative of the child.

There is no limit on the number of children eligible for coverage, provided the subscriber concerned submits satisfactory evidence of parenthood or adoption.

Contributions

LICA holders will have a deduction taken from their fees in respect of each of their eligible family member participation in the LICA Medical Plan, as described in Appendix B.

Enrolment of eligible family members

Eligible family members must be enrolled within 31 days from the start date of the relevant LICA held by the LICA holder; or, after this, within 31 days after the following qualifying events:

a) Marriage

B) Birth or adoption of an eligible child.

The decision to enroll the eligible dependents applies to all eligible dependents for as long as the LICA holder remains enrolled in the LICA Medical Plan, except for the case of an eligible spouse who already has an insurance. A proof of insurance should be provided to UNOPS.

Eligible family members must reside within the same country where the LICA holder resides.

If a LICA holder decides to discontinue the enrolment of his or her eligible family members this decision is irrevocable, no re-enrolment is allowed.

Enrolment and discontinuation of enrolment should be requested through the GSSC.

2.3 Effective commencement of coverage

Effective date of commencement of the coverage would normally be the first day of the month when the LICA held by the LICA holder starts being effective. This notwithstanding, coverage is provided on or after the date of entry into risk of the insured person indicated on the declarations provided by UNOPS to the TPA on a monthly basis. A reporting period consists of one month. Within 15 days after the end of each month, all insured persons are reported centrally to the TPA by GSSC for the previous reporting period. The report will minimally contain the following information: unique identification number with UNOPS, last name, first name, sex, date of birth, start date of coverage, end date of coverage, duty station, , total Premium (to be paid for the reporting period and/or retroactive adjustments), total Fee.

Coverage shall terminate for the Local Individual Contractor and his/her dependent(s) at 11:59 p.m. on the last day of the month when the agreement of the Local Individual Contractor ends or as indicated in the list of names to be provided in accordance with the previous paragraph.

Coverage may be continued up to 1 year after cessation of engagement of the Local Individual Contractor by UNOPS (please see section 2.5 below).

2.4 Cessation of coverage

Cessation of coverage would normally occur at 11:59 p.m. on the last day of the month when the agreement of the Local Individual Contractor ends. This notwithstanding, coverage would be interrupted in the event that the insured person no longer is included on the declarations provided by UNOPS to the TPA on a monthly basis. A reporting period consists of one month. Within 15 days after the end of each month, all insured persons are reported centrally to the TPA by GSSC for the previous reporting period.

2.5 Continuation of coverage upon termination/expiration of the LICA

Upon expiration or termination of the LICA held by the LICA holder, or within 31 days

from this date, the LICA holder and his or her dependents may request the Insurer through the TPA to convert the LICA Medical Plan into an individual contract for a maximum of 12 months. Eligible family members may be covered only if they were already covered while the LICA held by the LICA holder was effective, if all of them opt for it, and if the LICA holder opts for it.

In case of a continuation of coverage, the (former) LICA holder will pay the Premium and Fees² directly to the TPA. The effective date of a converted policy is the day the (former) LICA holder informs the TPA.

3.0 Summary of Benefits

3.1 General

The LICA Medical Plan indemnifies plan members, within the limits of the coverage, for reasonable and customary charges for medical treatment. The LICA Medical Plan reimburses only treatment, supplies or other services that are widely and generally accepted as medically necessary and appropriate for the condition being treated, and when such treatment, supplies or other services are prescribed by a licensed, qualified medical professional.

The LICA Medical Plan also covers, within the same limits as specified above, emergency treatment while on official duty travel. "Medical emergency" as hospitalisations and medical treatments, including follow-up visits, which are undertaken due to an unplanned, sudden and acute illness or injury and which, for medical reasons, cannot be delayed or postponed.

The LICA Medical Plan may also cover under certain circumstances Medical Evacuation costs, including travel for treatment costs.

Medical expenses incurred outside the country

Services and medication provided outside the country of residence of the LICA holder will be covered on the basis of the reasonable and customary costs prevailing pattern **within** the country of residence of the LICA holder (except for expenses incurred in the United States, Bermuda, and Canada which will only be reimbursed under (a) and (b) below for those not residing in the referred locations). Expenses above these limits will not be reimbursed except in the cases indicated in the following paragraph:

- a) **official duty travel (DT)** expenses for an emergency treatment will be reimbursed based on the prevailing pattern of charges for professional and other health services in the country where incurred. ; *and*
- b) **medical evacuation travel (MET)**, expenses will be reimbursed based on the prevailing pattern of charges for professional and other health services to where MET is authorized (this may include travel for treatment costs).
- c) **holiday travel (HT)** expenses for an emergency treatment will be reimbursed based on the prevailing pattern of charges for professional and other health services in the country where incurred for trips of a maximum period of five consecutive weeks.

² The premiums and fees will be set by the TPA in accordance with the Contract between the TPA and UNOPS.

3.2 Maximum reimbursement of expenses

Ceiling

The aggregate reimbursement the Insurer shall be obliged to pay in respect of the total expenses which are covered by this section and are incurred by an insured person shall not exceed 40.000 USD (forty thousand), or 100.000 USD (one hundred thousand) if it concerns a US-resident or Canada-resident, per individual period of coverage (equal to twelve consecutive months' period).

Amounts exceeding the MIP ceiling - Hardships

Under very exceptional circumstances, where demonstrated hardship is involved, the LICA Medical Plan may reimburse amounts in excess of the ceilings described above. Individual claims which result in exceeding the annual limit of reimbursement expenditures will be submitted by the TPA to UNOPS People and Change Group for UNOPS' decision.

3.3 List of Reimbursable and Non-Reimbursable Items

A detailed list of reimbursable and non-reimbursable items is included as Appendix A³. All amounts are expressed in USD. Yearly amounts are applied per calendar year unless indicated otherwise. PA indicates that preauthorization is required by the TPA. The list is not exhaustive. Expenses above these limits will not be reimbursed. If an item is not listed and there are doubts on the coverage, subscribers should contact the TPA directly.

4.0 Enrolment

4.1 LICA holders

The GSSC must ensure that all information regarding subscribers is timely inputted into OneUNOPS. Information will be regularly communicated to the TPA.

4.2 Eligible family members

To enrol additional eligible family members (e.g. upon marriage, birth, adoption) or to delete family members (e.g. upon death), the staff member must, **within 31 days of the event**, complete a LICA Medical Plan Application/Request for Change Form and submit it to the GSSC.

Failure to apply for coverage within the 31 days period, will result in the LICA holder not being able to enrol his/her eligible family member(s) until the next enrolment campaign.

4.3 ID Cards

All MIP subscribers and their eligible family members are issued ID cards within a reasonable time (within 2 weeks) upon receipt of eligibility information by the TPA.

The ID cards may be required by health care providers whenever services are requested from them. The cards also provide details on how to contact the TPA.

³ Appendix A.bis provides a detailed list of reimbursable and non-reimbursable items for UNHCR LICA holders

The GSSC must ensure that all information regarding subscribers and their eligible family members is timely inputted into OneUNOPS.

Termination/Expiration of the LICA. Upon termination/expiration of the LICA, the ID cards must be returned unless an application for continuation of coverage upon termination/expiration of the LICA (as per section 2.5 above) is submitted to the TPA before the effective date of termination/expiration of the LICA.

Safe-Keeping. The holder of a TPA ID card is responsible for its safe-keeping.

Loss or Theft. Holders of a TPA ID card should take every possible precaution to prevent its loss or theft. If loss or theft occurs, the GSSC should request the holder to report the incident to the local police or other appropriate government authority and send a copy of the report to the TPA. Upon receipt of the report, the TPA will issue a new ID card.

5.0 Premiums and Fees

5.1 Premiums and Fees

The premiums and fees are detailed in Appendix B.

5.2 Collection of contributions

The premiums and administration fees are collected by UNOPS by monthly deductions and transferred to the TPA..

6.0 Claims and related provisions

6.1 Time Limit for Filing a Claim.

Claims must be submitted with the least possible delay but no later than **two years** from the date on which the medical expenses were incurred for the first time during the insured period. Late claims will not be eligible for reimbursement.

6.2 Notification of Claims in the Case of Accidents

In the case of an accident, information about the place and circumstances of its occurrence and if possible, the names and addresses of any witnesses or legal authorities involved should be transmitted to the TPA.

6.3 Reimbursement

The coverage under the LICA Medical Plan indemnifies insured persons, within the limits of the coverage, for reasonable and customary charges for medical treatment.

The coverage under LICA Medical Plan reimburses only treatment, supplies or other services that are widely and generally accepted as medically necessary and appropriate for the condition being treated, and when such treatment, supplies or other services are prescribed by a licensed, qualified medical professional.

The TPA shall have fiduciary duty towards UNOPS and the insured persons. The TPA shall have discretionary authority to determine what constitutes a covered service or benefit under LICA Medical Plan.

In some cases, a prior approval from the TPA's medical consultant is required to obtain a reimbursement. Prior approval means that reimbursement is guaranteed only in cases where, on the basis of the medical justification furnished by the beneficiary, the TPA's medical consultant grants his explicit approval for the treatment.

If prior approval was not requested (e.g. in the case of medical emergency), approval can be obtained post factum, on the basis of the same medical criteria.

The aggregate reimbursement the TPA shall be obliged to pay in respect of the total expenses which are covered by this section and are incurred by an insured person shall not exceed 40.000 USD (forty thousand) or 100.000 USD if it concerns a US-resident or Canada-resident per individual period of coverage (equal to twelve (12) consecutive months' period).

The provisions set forth in this section shall be subject to this limitation of aggregate reimbursement by the Underwriter and to the exclusions set forth in this Rules.

6.4 Reimbursement procedure

When the insured person is entitled to reimbursement by another insurer, the TPA shall make a reimbursement as appropriate, on the basis of the difference between the costs actually incurred and the reimbursement obtained from other sources.

The TPA will normally pay the amounts due within 15 days following receipt of the required written evidence. The insurer(s) is(are) allowed to retain the documents submitted to it(them) indefinitely. Payment in accordance with these rules shall be made by the TPA to the LICA holder. If the LICA holder is deceased, payment shall be made, at the sole discretion of UNOPS, to any person submitting satisfactory evidence that he or she is entitled to such payment.

7.0 Subrogations and Disputes

7.1 Subrogations

Within the limits of the reimbursement which they provide, the Insurers succeed to the right which the victim of an accident or illness possesses with respect to a responsible third party. Under penalty of forfeiture of coverage, the insured person is obliged to confirm this subrogation in writing when the Underwriter so require.

However, the Underwriter's rights in this regard are only up to the limit of the indemnity they pay and do not prejudice the individual's rights to any further sums in excess of this he may be able to recover.

7.2 Disputes over medical matters

The dispute shall be settled by a doctor designated jointly by a doctor chosen by the insured person and by the Underwriter's doctor. If no agreement is reached the arbitrator shall be chose by the Underwriter from a list of no less than two doctors provided by UNOPS followig advic of the UN Medical Services. The fees payable to the medical arbitrator are paid half by UNOPS and half by the Underwriter. The Underwriter have the right to request the insured person to provide them, and if

necessary through UNOPS, with information regarding the illness, the accident and treatment given. Confidential information may be sent under seal to the medical adviser of the Underwriter, who will provide the claims department only with the information necessary for the satisfactory conclusion of business. The Underwriter may also have the person under treatment examined by a doctor of their own choice at their own expenses. The insured person is obliged to undergo this examination, but he may insist on the presence of his own doctor.

8.0 Hardship Provision

In the event of major illness or very major medical expenses, the situation could occur that the LICA holder is faced with expenses which are so significantly over and above the LICA Medical Plan limits that they would cause undue financial hardship to the LICA holder. LICA holders are encouraged to secure by their own means additional health insurance for such hardship or catastrophic events (please contact the TPA should you want information on how to enroll on the additional coverage available and the cost of this additional insurance). This notwithstanding, a decision to make ex-gratia payment may be taken in very exceptional circumstances. ***In these instances each case will be considered on its merits by the TPA and the People and Change Group.*** Undue financial hardship will not be considered so long as the total non-reimbursed medical and hospital expenses incurred by the subscriber and enrolled family members (for reasonable and customary care) have not exceeded one month of the subscriber's monthly fee in the respective calendar year.