

ANNEX I

To Request for Proposals N° PCD/09/007



Terms of Reference

for the

**Provision of Professional Medical Insurance Services
for WIPO Staff and Dependents**

1. The WIPO and UPOV group medical, long term care and accident insurance is mandatory for staff members and optional for their spouses and children. WIPO and UPOV contribute within a range of 50 per cent to 75 per cent to premium payments depending on the staff member's grade.
2. As a specialized agency of the United Nations, WIPO and UPOV are not subject to Swiss law, and more specifically to the Swiss Law on Medical and Accident Insurance (LAMAL) and the Swiss Medical Tariff Convention (TARMED).
3. You will find the current policy terms in **Annex II – WIPO's Administrative Manual: Medical Insurance**.
4. Please note the following **additional information** concerning the scope of coverage:
 - 4.1. Definition of spouse: if a marriage, domestic or same-gender agreement is legally recognized under the laws of the country of nationality of the staff member, the staff member's partner shall be considered to have the status of his/her spouse under the insurance contract.
 - 4.2. The term "pensioner" under 2.2.2.b of Annex II – *WIPO's Administrative Manual: Medical Insurance* covers retirees, as well as spouses and children receiving a pension.
 - 4.3. "Alternative" coverage in 2.4.2.b (*id.*) is to be understood as coverage of "equivalent scope".
 - 4.4. Long-Term Care inclusion – please note that in addition to 3.2.4.h (*id.*), LTC coverage has been modified as of July 1, 2008.
5. Annual premium adjustment:

The bidder may suggest a non-binding annual premium adjustment mechanism to serve as support and a starting point for the annual renewal negotiations within the maximum period of five years set out in the Request for Proposals.
6. Return of surplus:

In the event of termination of the contract, any surplus resulting from the execution of the contract during the preceding year will be returned in full to WIPO, which means 100 per cent remaining after the insurer, WIPO and the insured person have complied fully with their respective contractual obligations. The bidders are asked to define the details of such a return clause as part of their proposal (e.g. definition of surplus, net premiums and net reimbursements).

7. For further details of policy terms and conditions to be taken into account for your proposal, please refer to **Annex II – WIPO’s Administrative Manual: Medical Insurance**.

8. The bidders should comply with the following **specific service requirements**:

8.1. Free choice of hospitals, clinics and medical and para-medical practitioners.

Possess effective IT capabilities in order to exchange data with these service providers.

8.2. Take charge of twice weekly dispatch of settlement claims by express mail from Geneva to the insurer’s claims handling center.

Reimbursement within a maximum period of 10 days.

8.3. On-line settlements.

8.4. Access to a provider network in the Geneva region and the adjacent French border region (hospitals, doctors, pharmacists etc) with rebate agreements and facilities for direct payment by the Insurer or a third party administrator.

8.5. Possibility of settlements in euros and US dollars.

8.6. Provide for periodical presence on-site in Geneva to answer questions and give advice to insured persons (client helpdesk).

8.7. Provide WIPO with statistical and accounting data allowing for an analysis of the adequacy of services rendered as well as financial monitoring of medical consumption under the insurance plan.

To that effect, WIPO and the bidder that will be awarded the contract will draw up a non-exhaustive list of statistics to be provided to WIPO on a periodical basis.

8.8. Provide WIPO with market intelligence on the development of related health insurance legislation and market practice.

9. Underwriting information and statistics: Attached in **Annex III – Medical Insurance Statistics, 2005-2008**.