

Decision on how the European Commission changed the sickness and accident insurance policy for Conference Interpreting Agents (552/2021/MMO)

Decision

Case 552/2021/MMO - Opened on 04/06/2021 - Decision on 15/10/2021 - Institution concerned European Commission (No maladministration found) |

The case concerned a new insurance policy that the European Commission concluded with a private insurance company to provide accident and sickness insurance for Conference Interpreting Agents (ACIs).

The complainant is a former ACI who considered that the conditions of the new insurance policy were very disadvantageous compared to the previous policy, and that it discriminated against certain ACIs.

During the inquiry, it became clear that the complainant would be less disadvantaged than he had feared. The Ombudsman found that the Commission's explanations for the changes in the policy are convincing and reasonable. The inquiry also uncovered no evidence that would call into question the procedure leading to the new insurance contract, which included consultation with the international interpreters' association.

The Ombudsman closed the inquiry with the conclusion that there was no maladministration by the Commission.

Background to the complaint

1. The complainant used to work as a Conference Interpreting Agent (ACI) [1] for the European Commission. ACIs are insured against the risks of sickness and accident through a private insurance company. In 2019, following a call for tenders, the Commission concluded a new insurance contract for ACIs with a private insurance company. The new insurance policy entered into force on 1 January 2020.

2. The complainant had fallen ill in 2016, resumed work in 2018 and then fell ill again in 2020. In 2021, he made a claim for permanent invalidity. According to the complaint, only then did he find out about the content of the new insurance policy. Compared to the previous policy, he



found the new policy disadvantageous and discriminatory towards ACIs who had been ill for more than one year before (permanent) invalidity, like himself. The complainant also questioned the procedure leading to the conclusion of the new insurance contract. Finally, he argued that the Commission was wrong to decrease the level of protection of ACIs through the new insurance policy.

3. Unhappy with how the Commission dealt with his concerns, the complainant turned to the Ombudsman in March 2021.

The inquiry

4. The Ombudsman opened an inquiry into the complaint's concerns.

5. In the course of the inquiry, the Ombudsman received the Commission's reply on the complaint and, subsequently, the complainant's comments on the Commission's reply.

Arguments presented to the Ombudsman

By the complainant

6. The complainant argues that the new insurance policy is disadvantageous compared to the previous one. In particular, he is concerned that: (i) in calculating the average of the premium, the insurer now takes into account the last three years (rolling years), as opposed to the last three *calendar* years in the previous insurance policy; (ii) despite his invalidity being assessed as being above 66.7%, he is no longer eligible to receive 100% of his invalidity allowance, as was the case under the previous insurance policy; and (iii) invalidity is considered the inability to engage in *any* activity related to the insured ACI's studies and experience. This means that an ACI receiving an invalidity pension will not be allowed to work in any jobs to do with languages (interpretation or translation). The complainant would thus only be allowed to work in a different field if he wants to cover the amount by which his monthly payments would be reduced, something he considers would be very difficult to do.

7. The complainant contends that the procedure leading to the conclusion of the new insurance policy was not sufficiently transparent. The Commission consulted the International Association of Conference Interpreters (AIIC) [2] only once, and it did not inform the insured ACI's individually about the changes in the new policy.

8. The complainant says that under the new insurance policy, the compensation that he will receive is only one third of what he would have received under the previous policy. Had he known that, he would have applied for permanent invalidity before the new policy came into force.

In his comments on the Commission's reply, the complainant reiterated that the changes introduced by the new policy had a negative impact on his case. He added that, under Belgian law, individuals with an invalidity rate higher than 66.6% receive 100% of their invalidity



allowance, and doctors in Belgium make their assessment of the extent of invalidity on that premise.

By the Commission

9. The Commission explained the unique employment status of ACIs and the provisions governing their working conditions. [3] In this context, the Commission is obliged to conclude an insurance contract for ACIs against the risks of sickness and accident. The insurance policy aims to cover the loss of income resulting from an accident or illness contracted during the days that the ACI worked for an EU institution. It is thus not a full insurance against all risks, covering 365 days a year. Because of the complementary and occasional character of the insurance coverage provided, ACIs are encouraged to seek parallel health insurance for periods of risk not covered.

10. The complainant's understanding of the changes that the new policy brought about is incomplete. A detailed calculation of the complainant's right to compensation under the old and the new policy shows that the difference is marginal. Under the new policy, the complainant will receive a lump sum payment [4] that is only 8.3% less, and only 5.2% less in monthly benefits. [5]

11. The change in the policy to take into account *rolling* years instead of calendar years had no impact on the complainant's number of insured days in the reference period, as the reference period starts before the first day of *incapacity* and not the first day of *invalidity*.

12. It is correct that, under the new policy, an invalidity rate above 66.7% no longer gives the right to benefits amounting to 100% of the invalidity allowance. This change was introduced so that, under the new policy, ACIs with an invalidity below 33.3%, who were previously not covered, can now also receive benefits. Contrary to what the complainant argues, the new policy does not include a restriction on certain types of professional activities for those receiving invalidity benefits.

13. Regarding the procedure for concluding the new insurance contract, the Commission informed the AIIC about the details of the revised insurance policy in two meetings in June 2019. The Commission also shared the full terms of the insurance policy with the AIIC before it was published [6]. The Commission took on board and included in the final version of the policy specification all changes that the AIIC proposed. Moreover, the new insurance policy was discussed in detail in a meeting held between the Commission and the AIIC on 6 December 2019. The Commission also published a detailed overview of the upcoming changes to the policy. Finally, the full text of the new policy was published on 19 December 2019, which was only two days after it had concluded the new contract with the private insurance company. Given that there are 3 300 ACIs and that the Commission does not have access to their medical files, the Commission could not communicate with all of them individually about the policy change.

The Ombudsman's assessment



14. The fact that certain changes to an insurance policy adopted by an EU institution may be less beneficial for some of those insured is not, in itself, maladministration.

15. The Commission has provided a detailed reply addressing the complainant's concerns and describing the impact that the changes to the insurance policy has on the complainant's situation. It appears that the complainant may have originally miscalculated the implications of the new policy and that his benefits are reduced to a much lesser extent than he had feared. The reduction in invalidity benefits for some ACIs means that other ACIs, who previously did not get any invalidity benefits at all, will now be covered. The Ombudsman finds the Commission's explanations regarding the revised policy convincing and reasonable.

16. Regarding the procedure that the Commission followed to conclude a new insurance contract, the Ombudsman notes that the specifications of the call for tenders were determined following input from the representatives of the AIIC. The Commission communicated the policy changes through its discussions with the AIIC and by publishing on the ACI webpages a detailed overview of the changes as well as the full text of the new policy. However, it would have been preferable if the Commission had communicated the policy changes to all ACIs directly, for example by sending a general message, which would not seem to require access to the ACIs' medical files. The Ombudsman trusts that the Commission will consider this option in future.

17. In view of the above, the Ombudsman finds no maladministration by the Commission.

Conclusion

Based on the inquiry, the Ombudsman closes this case with the following conclusion:

There was no maladministration by the European Commission.

The complainant and the European Commission will be informed of this decision.

Tina Nilsson Head of the Case-handling Unit

Strasbourg, 15/10/2021

[1] In order to meet interpretation needs, the EU Institutions employ both staff and freelance interpreters. The freelance interpreters are referred to as Conference Interpreting Agents.

[2] <https://aiic.org/site/EU> [Link]



[3] ACIs are considered as 'contract agents' for days on which they are recruited to work for the EU institutions, in accordance with Article 90 of the Conditions of employment of Other Servants of the European Economic Community and the European Atomic Energy Community:

<http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A01962R0031-20140501> [Link].

They are recruited from the list of accredited interpreters and they are paid according to the provisions of the 'Agreement on working conditions and the pecuniary regime for ACIs recruited by the Institutions of the European Union'. The Commission has tried to align, as much as possible, ACIs status to that of interpreters directly employed by the EU administration, although there are differences.

[4] The net amount after deducting the incapacity benefit already paid.

[5] The monthly allowance after deducting the pension contribution.

[6] On 21 June 2019.