

Questions and Answers number 2_ LOT 1

1	Could you please clarify the intent and applicability of Article 4.9 (Transfer of Undertakings) in the context of this tender?	ESM is not aware of any circumstances indicating that a transfer of undertakings would apply to the healthcare insurance services covered by this procurement. However, the applicability of any transfer of undertakings or equivalent employment protection provisions is a matter of law and fact and remains the responsibility of each Candidate to assess independently.
2	Could you please provide an hypothesis of average wage for the persons going retired so that we could have a basis to convert our pricing in a premium rate?	ESM cannot provide assumptions regarding the average salary of future retirees due to the limited number of upcoming retirees, and the fact that the retired person has the option to continue, without any obligation. The salaries therefore can vary greatly, and would not be relevant as an estimation. Candidates should use their own actuarial assumptions and underwriting methodology when calculating premium rates. No additional salary data will be provided.
3	ToR, Lot 1. 1 – Cover: “The Candidate must ensure complete documentation and require the affiliated member to provide additional information to ensure accurate complementary insurance reimbursements” : Could you please clarify what documentation is currently required to ensure that complementary insurance reimbursements are processed accurately.	For complementary claims, the affiliated member must provide the documentation necessary to establish the full eligible expense, the amount reimbursed by the primary health-insurance scheme and the remaining balance. Depending on the claim, this will normally include: (i) the itemised medical invoice or receipt and, where relevant, proof of payment; (ii) the primary insurer’s reimbursement statement showing the amount submitted, reimbursed and left unpaid, or written confirmation that the expense is not covered; and (iii) any prescription, referral, medical report, prior approval or other supporting document required under the applicable benefit. The Provider must define the detailed claim-submission requirements and may request additional information where reasonably necessary. There is no single exhaustive document list applicable to every claim. The ESM plan reimburses only the eligible residual amount, subject to the contractual conditions and ceilings and without double recovery.

Questions and Answers number 2_ LOT 1

4	ToR, Lot 1. 1 – Additional reimbursements, "If applicable": Can you kindly clarify under which circumstances, if any, these terms for additional reimbursements would not be applicable?	The additional-reimbursement mechanism applies only where the eligible portion of healthcare expenses not reimbursed under the plan, excluding dental and optical expenses, exceeds 25% of the member's gross monthly salary or the former member's last gross basic monthly salary during the relevant calendar year. It does not apply where that threshold is not exceeded, to expenses that are ineligible under the plan, or to former members of staff and their insured Dependents enrolled in a Level B or Complementary Level B plan.
5	ToR, Lot 1. 1 – Additional reimbursements: For former staff members, is the reference salary always the last full monthly salary received immediately prior to leaving ESM service, without indexation?	Yes. For a former member of staff, the reference is the last full gross basic monthly salary applicable immediately before leaving ESM service. The Terms of Reference do not provide for subsequent indexation of that reference salary for the purpose of calculating the 25% threshold.
6	ToR, Lot 1. 1 – Additional reimbursements: Kindly confirm that "non-reimbursed expenses" only include expenses that are claimed under the plan with the Contractor.	Confirmed. For this calculation, non-reimbursed expenses are eligible healthcare expenses, excluding dental and optical expenses, that have been submitted to and assessed under the ESM Healthcare Insurance plan. Expenses that were not claimed, are outside the plan, are excluded, or exceed a non-covered limit are not included. Any reimbursement received from another primary insurer must first be taken into account.

Questions and Answers number 2_ LOT 1

7	ToR, Lot 1. 2. - Long-Term Care Insurance: The Terms of Reference state that the monthly allowance is increased annually in line with inflation (Joint Luxembourg/Brussels index published by Eurostat). Could the ESM please clarify whether the benefit amounts of €1,500 per month for partial dependence and €3,000 per month for total dependence are fixed throughout the contract period, or whether these amounts are indexed and adjusted over time? a. Does annual indexation apply only to benefits already in payment? Or are the starting benefit amounts for newly approved claims also adjusted over time? b. Would two members whose claims are approved in different years receive different starting monthly allowances? By way of example, if a member's claim is recognised in January 2031, should the starting benefit remain €1,500 / €3,000 per month or should it reflect inflation adjustments applied since the commencement of the contract?	The EUR 1,500 and EUR 3,000 amounts are the base monthly allowances at the start of the contract and are indexed on 1 January each year. The then-current indexed allowance applies both to benefits already in payment and to newly approved claims. Consequently, members whose claims are recognised in different years may receive different starting amounts. A claim recognised in January 2031 should start at the allowance level resulting from the index adjustments applied since the contract commenced, rather than reverting to the original EUR 1,500 or EUR 3,000 amount.
8	ToR, Lot 1. 3. Travel Insurance - a. Could the ESM clarify whether any member-facing benefit guide or summary is currently available for the Long-Term Care, Travel, Life Insurance and Work Incapacity/Disability benefits? If so, would the ESM be willing to share this documentation with candidates for better understanding?	a. No additional incumbent member-facing guides will be provided for tender pricing. Candidates should rely on the RFP, Terms of Reference, benefit tables and published clarifications, which prevail over any incumbent guide. The selected Provider will be expected to prepare updated member communications during implementation.
	b. Could the ESM clarify what expenses are intended to be covered under the “Pet care” benefit?	b. Pet care covers reasonable, necessary costs incurred for the temporary care, boarding or transport of an insured person’s pet where a covered travel incident, such as hospitalisation, evacuation or delayed return, prevents the insured person from caring for it, up to EUR 300.
	c. Theft of Personal Items / Stolen Valuables: Could the ESM clarify what types of items are intended to be covered under “personal items” and “stolen valuables”? Is depreciation to be applied?	c. Personal items and stolen valuables mean personal property owned by or in the custody of the insured person and carried in connection with the trip. Cover is limited to EUR 1,500 per item and requires a police report and written copy where specified. The ToR does not prescribe depreciation; Candidates must clearly state any valuation method, depreciation rule, sublimit or exclusion in their Proposal, and such terms remain subject to ESM’s acceptance.

Questions and Answers number 2_ LOT 1

d. Could the ESM clarify what is meant by “Theft of foreign currency” and what evidence an insured person would normally be expected to provide when submitting a claim?	d. Theft of foreign currency means theft of cash in a foreign currency during the trip or within 120 hours before or after it. The benefit is limited to EUR 1,000. A police report and written copy are mandatory; reasonable evidence of possession and value, such as an ATM withdrawal, bank statement or currency-exchange receipt, and evidence of the trip may also be required.
e. Could the ESM clarify which expenses are intended to be covered under trip cancellation, interruption and premature return, and whether the EUR 15,000 limit is a single combined limit for all of these benefits?	e. Trip cancellation and interruption cover eligible, non-refundable travel and accommodation costs arising from the causes listed in the ToR, including illness, accident or death of the insured or family, significant home damage, theft of travel documents by break-in or assault, divorce, separation or second examination sessions. Premature return covers additional eligible travel costs following the death or serious illness of a relative. The EUR 15,000 limit is a combined maximum per claim and per calendar year for trip cancellation and interruption; no duplicate recovery is permitted.
f. Could the ESM clarify in which circumstances the “Missed departure” benefit is intended to apply? For example, is it intended to cover only events outside the insured person’s control, and would it also apply where a missed connection results from an airline delay?	f. Missed departure covers reasonable additional travel or accommodation costs, up to EUR 750, where an unforeseen event outside the insured person’s reasonable control prevents timely departure. It may include a missed connection caused by an airline delay where the resulting costs are not reimbursed by the carrier or another party.
g. Could the ESM clarify how the “Overbooked flight” benefit is intended to operate, including how it should interact with any compensation, refund or alternative transport offered by the airline?	g. Overbooked-flight cover applies up to EUR 1,000 where the carrier does not provide alternative transportation within eight hours of the original scheduled departure. Airline compensation, refunds or alternative transport must be taken into account to prevent double recovery.
h. Could the ESM clarify how the benefit for “Hotel expenses for relatives in the event of hospitalisation abroad” is intended to operate and how it should interact with the separate “Family visit” benefit?	h. Hotel expenses for relatives cover actual eligible hotel costs of relatives during the insured person’s hospitalisation abroad, up to EUR 250 per day for a maximum of 10 days. The separate Family Visit benefit, up to EUR 10,000, covers eligible travel and related visit costs. The same expense cannot be reimbursed under both benefits.
i. Could the ESM clarify what circumstances qualify for the “Quarantine in home country” benefit and whether the EUR 500 payment is intended as a one-off lump sum for each qualifying event?	i. Quarantine in the home country applies where, following a business trip, the insured person is subject to a medically or officially required quarantine because of a specified infectious disease. The EUR 500 benefit is a one-off lump sum for each qualifying event.
j. Could the ESM clarify what circumstances qualify for the “Quarantine abroad” benefit and whether there is a maximum period for which the daily benefit may be paid?	j. Quarantine abroad applies where the insured person is medically or officially required to remain in quarantine abroad because of a specified infectious disease. The benefit is a lump sum of EUR 50 per day for the qualifying quarantine period. The ToR does not state a separate maximum duration; Candidates should clearly disclose any proposed limit or condition.

Questions and Answers number 2_ LOT 1

	k. Could the ESM clarify whether the benefits under the Travel Insurance section are intended to be reimbursement of actual costs incurred, fixed lump-sum benefits, or maximum indemnity limits, where not otherwise specified?	k. Where the table states “real expenses”, the benefit reimburses eligible actual costs incurred. Where it states “up to”, the amount is a maximum indemnity against eligible actual loss or expense. Where it states “lump-sum”, the stated fixed amount is payable when the qualifying event is established, without reimbursement exceeding or duplicating another benefit.
9	Considering the scope and complexity of the procurement requirements, would the ESM kindly consider extending the Proposal submission deadline to allow Candidates sufficient time to prepare a comprehensive and fully compliant Proposal?	No extension is currently planned. Candidates should therefore prepare and submit their Proposals by the deadline specified in the RFP: 30 October 2026 at 11:00, local Luxembourg time, through the ESM Procurement tool. Should ESM decide to amend the timetable, all Candidates will be informed formally through the procurement tool.
10	Please note We will not be able to accurately price benefits based on salary without a detailed census file of staff members including salary, gender, date of birth, location, nationality, and indication if they have dependents. In order to ensure accurate pricing and allow a like for like comparison across bidders, could you please share this information? Alternatively, could you please confirm if bidders can also submit offers for on Lot 1 only?	The requested head-by-head census and individual salary data will not be provided for confidentiality and data-protection reasons. Candidates must use the anonymised demographics, category-based Healthcare salary assumptions and the Lot 2 aggregate salary mass supplied in the procurement documents, so that all Proposals are evaluated on a common basis. Candidates may submit a Proposal for Lot 1 only; each Lot is evaluated separately and will result in a separate Agreement. A Candidate bidding for Lot 1 must, however, cover all services included within Lot 1.
11	Regarding the pricing template: there is only Level A cover for former staff with 1 dependent and only Level B cover for former staff with more than 1 dependent: could you kindly clarify or share an updated pricing template?	The financial cost model has been updated accordingly.