

The termination of the Agreement with Hospitals is now backfiring

➤ **13/12/2019** – Following the termination, by the European Commission, of the 1996 Agreement which was binding it to the Federation of Luxembourg Hospitals (FHL) and the State of Luxembourg, **the position of the JSIS insured persons remains uncertain.**

First backlash: the **generalised third-party payment (direct billing to the Health Insurance)** for all inpatient treatment (hospitalisation) provided for under that Agreement follows the same fate as the Agreement itself: it is **abolished!**
The PMO decides:

*"... affiliates resident in Luxembourg wishing a **direct billing** must therefore **ask Luxembourg hospitals for estimates** beforehand, in order to allow the JSIS to give an individual analysis of the file."*

The details for implementing this new rule remain to be clarified. But one thing is clear: that our Sickness Insurance is weakening the position of its insured person **at the very moment when the latter needs security most.** Even if emergencies are excepted, how can the evolution of inpatient treatment be assessed in advance (at the patient's financial risk, of course)?

An Agreement that deserved better ...

➤ **01/01/1996** – The Agreement between the FHL, the European Commission and the State of Luxembourg provided for the establishment of a **Technical Committee**, which should set the **invoicing** applicable to JSIS insured persons, taking as a basis the **rates** in force between the *Caisse Nationale de Santé* (CNS) and the FHL increased by 15%. In those times, this additional 15% was intended to cap overcharging.

➤ **25/01/2018** – This Technical Committee **meets for the first time! Who is to blame for non-implementing the Agreement for 22 years?**

An information campaign ...

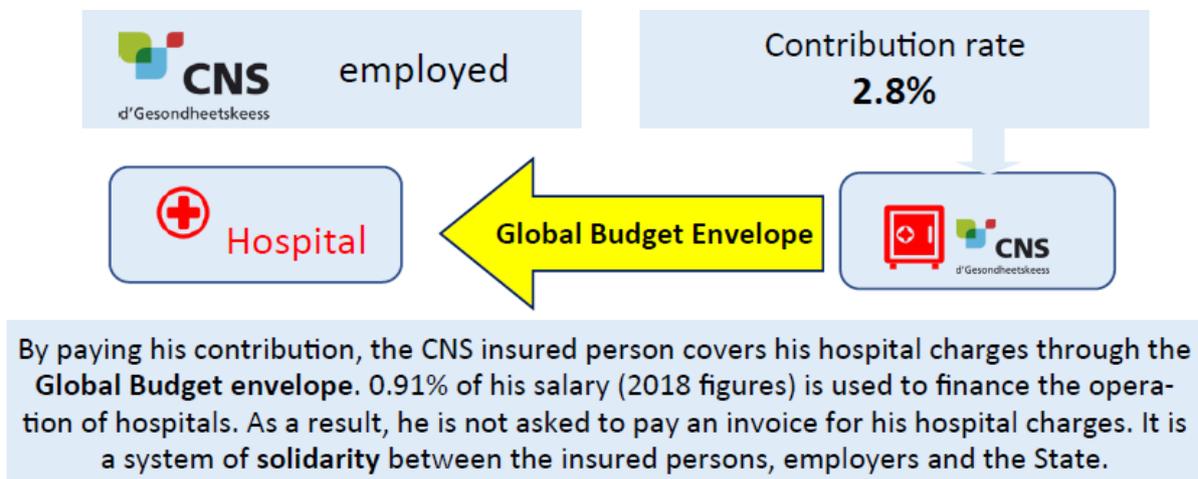
➤ **12/10/2018** – **Health insurance : Understanding before taking action !** For the first time, a serious effort is being made within the EU institutions to answer the question that normally arises when complaining against discrimination:

Discrimination compared to whom? Compared to the insured persons of the Luxembourg health fund, the CNS? Well, only **EPSU CJ** gave a comprehensive presentation of the structure of the CNS, which is profoundly different from that of the JSIS (see below).

... ignored by the General Court

➤ **30/04/2019** – [Judgment of the General Court, F. Wattiau v European Parliament, Case T-737/17](#). The judgment **confuses 'rates' with 'invoices'**. It compares a JSIS insured person with a CNS insured person who "[is] not invoiced for any costs in association with the same treatment" (paragraph 83). But the fact that 30% of the CNS budget is, in turn, financed by the insured persons' contributions, is not even mentioned; let alone the terms "Global Budget Envelope" ...

The General Court declares the 1996 Agreement illegal (paragraph 99).



➤ **14/06/2019** – Against the current, **EPSU CJ** publishes its own position: [EPSU-CJ: Suite de l'arrêt Wattiau \(email\)](#) – [EPSU-CJ: Note sur l'arrêt Wattiau](#). It is alone in opposing the termination of the Agreement.

Indeed, the only useful consequence to be drawn from the Wattiau judgment would be to **consider the 15% increase clause as invalid**. And **set rates applying to all**.

For the rest, what was to blame for the 1996 Agreement **was rather its ... non-implementation**. So, what was needed was to go back on a sound footing to implement it, without lying poker. Instead, what the Commission did was to throw out the baby with the bath water.

The PMO now admits that we are in a legal vacuum. And this is happening under the shadow of a controversial case-law which does not help make things any clearer.

Applying the same invoice would mean:

- (a) Either to abolish direct billing for the CNS insured persons,
- (b) Or to abolish the obligation of the JSIS persons to pay an invoice for hospital charges, on grounds of alleged "equal treatment" with the CNS insured persons who don't have to pay one! Which would be tantamount to **parasitizing the CNS**, which finances hospitals, while the JSIS doesn't.

And, since there is talk of parasitizing, the most ardent critics of such evil practices are now turning their words around: JSIS insured persons – they are telling us– represent just 3% of patients in Luxembourg hospitals, a negligible amount that would go unnoticed if, like the CNS insured persons, they did not receive an invoice either...

Having a finger in every pie

Finally, yet another tricky argument is raised by the same circles: The State of Luxembourg, we are told, contributes 40% to the budget of the CNS and, therefrom, to the financing of hospitals. It should therefore contribute as much to the JSIS.

This is ignoring the fact that each sickness fund is financed by **its own public authority**.

- For the CNS, it is the State of Luxembourg that contributes 40% in its sole capacity as a public authority.
- For the JSIS, the public authority (which is at the same time our employer) is the European Union (which contributes 2/3 to our Health Insurance Scheme).

Seeking to benefit cumulatively from the funding of two public authorities, what would you call that?

It is urgent to stop this kind of speech, which does not honour either the European institutions or its public service.

EPSU CJ, being a **trade union**, finds it above all unacceptable that EU staff and pensioners benefit from the contributions that other employees or pensioners pay to their own health insurance scheme (CNS), which finances, among other things, the salaries of other employees (those of hospitals).

Moreover, once you proceed on the wrong assumption, any search for a 'solution' will be mortgaged and will be at the expense of the insured persons, as is already the case.

EPSU CJ claims **equality** which goes hand in hand with **improvement**, not a race to the bottom between health insurance schemes! It is never too late, between a war of all against all and solidarity, to make the right choice!

Make the right choice, the choice of solidarity! Join →

