

The socio-professional reintegration plan in health and disability insurance: an analysis



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Disclosure

<input checked="" type="checkbox"/>	No, nothing to disclose
<input type="checkbox"/>	Yes, please specify:



Backgrounds

Government's intention to adapt the obligations to personal situation of insured person

Pro-active approach regarding return to work after sick leave, particularly for persons without an employment contract

Royal Decree of 8 November 2016

Socio-professional reintegration plan = contract

Contract = private law concept introduced in public law
Advantage: adapted to personal situation of insured person
Disadvantage: risk of imposing standardised unadapted obligations



Objectives

If conclusion and execution of contract



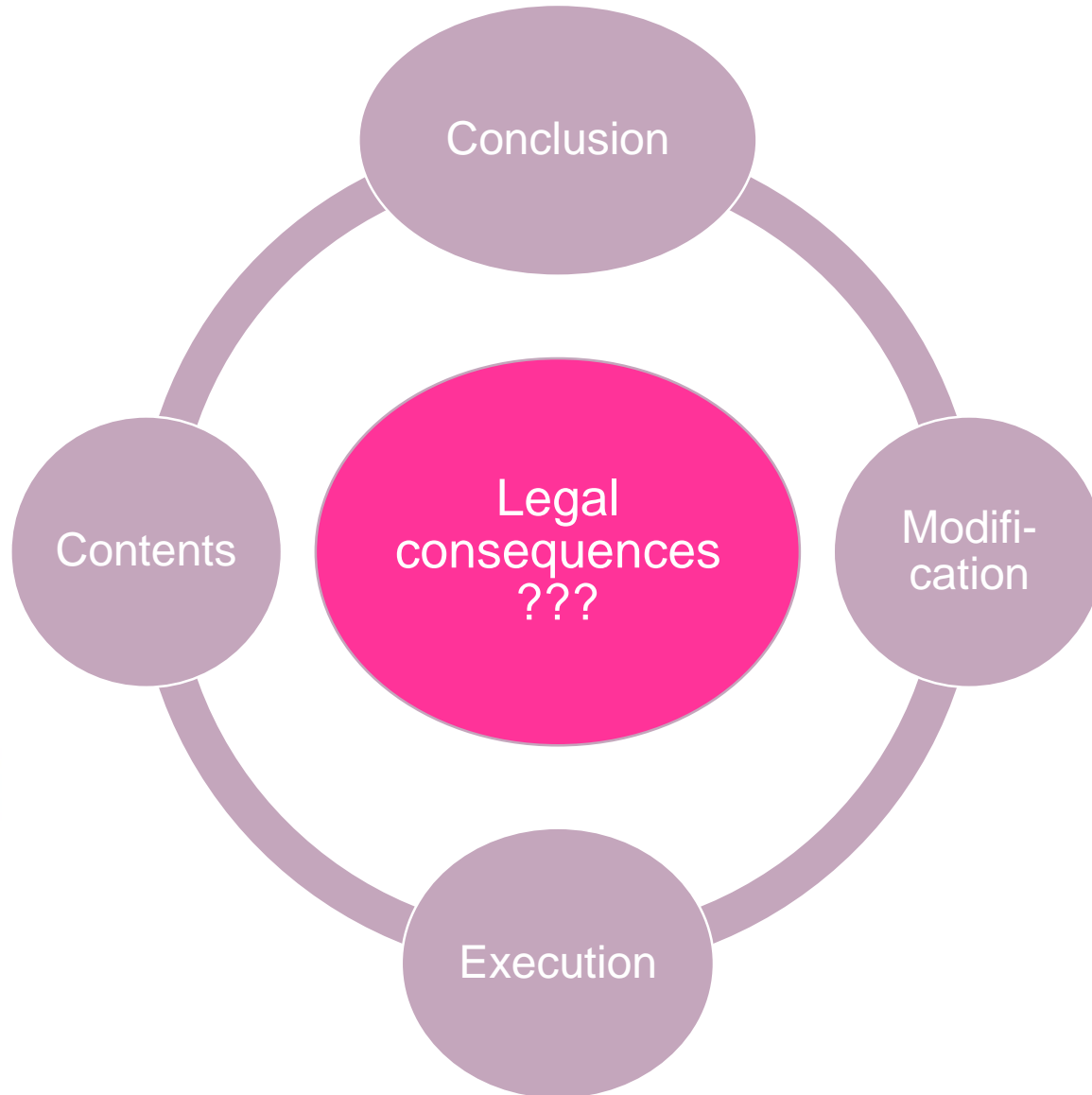
Condition for granting of benefit

Suspension of benefit in case of non-performance or refusal to conclude

Necessity of jurisdictional control on the **appropriateness** of the imposed commitments



Objectives



Methods

Unemployment
insurance

Social
integration

Health and
disability
insurance

Legislation, jurisprudence, legal doctrine



Results

Conclusion

Freedom of contract

- Not compulsory
- Not linked to granting benefit

Validity of contract

- Legal capacity
- Impaired mental health



Results

Content & performance

Inappropriate
unfeasible
obligations

Annulled by the
Courts

Personal situation =
specifically provided
for in legislation

Ultimate goal of
legislation = to
promote professional
integration

Socioprofessional
reintegration plan =
same argumentation



Results

Amendments

opportunity
for
amendments
if changing
personal
situation

Imprecise
terms in
legislation

“Regular’ follow-up of reintegration”
and “every three months the
insurance physician, together with
the insured (...), follows up the
[reintegration] plan unless 'a follow-
up at a later date' is justified”

Ultimate goal of legislation
= socioprofessional
reintegration



Results

Amendments

No agreement

In case of force majeure performance is not required

If temporarily impossible to perform obligations = temporarily suspension of commitment

The Courts cannot amend even if unreasonably onerous but not impossible, only in case of abuse of rights (binding effect)

Results

Non-performance

Loss of benefit?

Unenforceable and purely moral

No contract without consent and no sanction if refusal to conclude contract

Conditions for granting a disability benefit can still be met, as there is no link

No specific sanctions are provided

Non-performance = partially and/or temporarily suspended benefit?

Conclusion

- Limited regulation on the conclusion of the socio-professional reintegration contract, but **freedom of contract**
- If **conclusion and performance** of the contract would become a **legal condition for the granting of disability benefit: criteria and conditions** for the contract should be accurately and carefully described in the legislation

To be reviewed by the Courts and increase legal certainty for both insured persons and administration!