

## **NON-HOST COUNTRY RESIDENT INSURANCE REQUIREMENTS**

### **A. Insurance**

Because personal services contractors are not covered by the Federal Employees' Compensation Act or the claims settlement authorities in the Peace Corps Act, all non-resident personal services contractors shall obtain health and accident insurance prior to execution of the contract. Because health and accident insurance may be unavailable or prohibitively expensive, non-resident contractors must obtain insurance prior to execution of their contract and arrival in-country. All required insurances shall be maintained throughout the life of the contract. This expense is reimbursable up to certain limits as provided in Attachment I and shall be listed in the contract.

### **B. Minimum Insurance Requirements**

The minimum coverage amounts required during the period of service under the contract are as follows:

- (a) Ten thousand dollars (\$10,000) health and accident insurance;
- (b) Twenty-five thousand dollars (\$25,000) bodily injury and property damage comprehensive general liability insurance; and
- (c) Twenty-five thousand dollars (\$25,000) automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract.

### **C. Meeting Local Legal Requirements**

In the event the above coverage amounts are not adequate to meet the legal requirements of the locality and are insufficient to meet normal and customary claims, the Country Director shall advise the Director of OACM regarding the minimum coverage limits required for non-resident contractors performing work in that country. It is recommended that Country Directors review the above automobile insurance coverage limits with the local U.S. Embassy in light of the minimum local coverage recommended for personal vehicles owned by mission personnel (See MS 524 & 526).

### **D. Medical Emergency Evacuation Insurance**

All non-host country resident contractors and their dependents shall obtain and maintain medical evacuation insurance coverage during the period of contract performance.

### **E. Reimbursement of Insurance Expense**

The reasonable cost of general liability insurance, health and accident insurance, medical emergency evacuation insurance and automobile insurance may be reimbursed under the contract. The contract terms shall specify the insurance required and the maximum amount to be reimbursed by the Peace Corps.

### **F. Malpractice Insurance**

Peace Corps Medical Contractors (PCMCs) are not required to obtain and maintain personal malpractice insurance coverage and the Peace Corps does not provide such insurance. Peace Corps Volunteers are covered under the Federal Employees' Compensation Act (FECA) for all injuries or illnesses incurred while in service, except where injury is caused by willful misconduct, intent to harm self or others, or intoxication.

Under 22 U.S.C. 2509 (j) of the Peace Corps Act, the Peace Corps has the same legal authority as the Department of State and is able to indemnify PCMCs from suits brought against them. This benefit applies only when the PCMCs are treating trainees and volunteers.

However, the PCMC shall also provide health and medical care to such other persons as required by the Peace Corps, which may include employees and/or contractors of other United States Government agencies, including Peace Corps. In such cases, the PCMC may, upon request, be provided a copy of the agreement between the Peace Corps and the Department of State that provides indemnification for the PCMC.