

INTERNATIONAL SEABED AUTHORITY

Secretariat



ISBA/ST/IC/2013/10
18 September 2013

ORIGINAL: ENGLISH

INFORMATION CIRCULAR¹

To: Members of the staff

FROM: The Secretary-General

SUBJECT: **INSURANCE ARRANGEMENTS APPLICABLE TO STAFF
MEMBERS AND OTHER PERSONNEL ASSOCIATED WITH THE
AUTHORITY**

1. In accordance with Staff Regulation 6.2, the Secretary-General is required to establish a scheme of social security for the staff, including provisions for health protection, sick leave, maternity and paternity leave, and reasonable compensation in the event of illness, accident or death attributable to the performance of official duties on behalf of the Authority.

2. The purpose of this circular is to summarize for all staff members the arrangements currently in existence in relation to insurance against service-related death, illness or personal injury, loss of or damage to personal effects and other matters. The circular is intended as a convenient guide to the applicable arrangements and is not to be understood as an authoritative interpretation of or as a substitute in any respect for the terms and conditions of any of the individual insurance policies and programmes referred to or for the terms of the applicable Staff Regulations and Rules.

¹ The present circular will be in effect until further notice. ISBA/ST/IC/2009/06 is hereby withdrawn.

13-53865 (E) 011113
1353865

Please recycle 



A. Health Insurance

3. Separate arrangements for health insurance apply to staff members in the Professional category and staff members in the General Service category. In the case of staff members in the General Service category and their eligible dependents, the Authority participates in a group health insurance policy which is negotiated on an annual basis. The policy is currently provided by Sagicor Life Jamaica Limited through Firm Insurance Brokers. The premium rates and a summary of benefits are published in the form of an information circular each year, with full details of the policy terms and conditions available on request from the Human Resources Officer.² In the case of staff members in the Professional category, the Authority participates in the Vanbreda medical, hospital and dental insurance programme for staff members of the United Nations away from Headquarters. Vanbredainsurance benefits summary will be published annually by the United Nations³. For detailed information, staff members must review the Vanbreda plan description document available at www.un.org/insurance or access Vanbreda's website (www.vanbreda-international.com). Staff members, former staff members and their dependents who reside in the United States are not eligible for Vanbreda coverage and in their cases, special arrangements apply. Staff members in the Professional category who have participated in a United Nations contributory health insurance plan may also be eligible for optional after-service health insurance coverage.⁴

4. Under Staff Rule 6.6, participation in the medical insurance scheme is compulsory for all staff members.

B. Compensation for death, injury or illness attributable to service

5. Staff Rule 6.4 provides that "Staff members shall be entitled to compensation in the event of death, injury or illness attributable to the performance of official duties on behalf of the Authority, in accordance with the rules set forth in Appendix D to the Staff Rules of the United Nations, which rules shall be applicable, *mutatis mutandis*, to the Authority."

6. Appendix D to the Staff Rules of the United Nations is incorporated in the Staff Rules of the Authority as Appendix B, entitled "*Rules Governing Compensation in the Event of Death, Injury or Illness Attributable to the Performance of Official Duties on Behalf of the Authority*". The rules are intended to supplement, but not duplicate, any benefits awarded in the event of death or disability under the Regulations of the United Nations Joint Staff Pension Fund (UNJSPF).

7. Appendix B has 18 articles providing in detail the principles and procedures to be followed in submitting claims for and making awards of compensation. Article 10 provides for

² See ST/IC/2012/05.

³ The most recent circular is United Nations ST/IC/2013/18 (subject to update annually).

⁴ See United Nations ST/AI/2007/3.

the payment of compensation to widows and other dependents in the event of the death of a staff member in circumstances attributable to the performance of official duties on behalf of the Authority. Article 11 provides for the payment of compensation, including all reasonable medical, hospital and directly-related costs in the event of service-related injury or illness of a staff member or a former staff member, which results in total or partial disability or permanent disfigurement or permanent loss of a member or function. The scale of such compensation is set out in Article 11(3) (c).

8. Appendix B of the ISA Staff Rules also applies to consultants engaged under a special service agreement who are authorized to travel at the Authority's expense or to perform services in an office of the Authority, as well as his or her dependents.⁵

9. In order to insure itself against residual liability to staff members under Appendix B, as well as to satisfy its obligations under Article 44 of the Headquarters Agreement with the Government of Jamaica, the Authority maintains an Employer's Liability Insurance Policy which covers the Authority's legal liability to staff members "in respect of damages and agreed claimants costs and expenses arising from death, bodily injury, illness or disease occurring to employees arising out of and in the course of their employment including litigation costs and expenses" up to a maximum of US\$ 1,000,000 in respect of any one incident or one period of coverage. This policy extends to employee trips abroad, employees of contractor's/sub-contractor's, as well as temporary and casual employees.

10. The Authority also maintains a Public Liability Insurance Policy which covers the Authority against liability to visitors to the Authority "for accidental death or bodily injury sustained, including damage to their property whilst not in the Insured's custody or control, caused by negligent acts arising from the business operations, also including litigation costs and expenses".

11. Currently, both the Employer's Liability Insurance Policy and Public Liability Insurance Policy are provided by American Home Assurance Company Ltd. (lead company) through the Authority's broker, Allied Insurance Brokers Ltd. Both policies do not insure against War and Terrorist Risks and Asbestos and Silicosis.

12. In order to provide cover against war and terrorist risks, the Authority also participates in the United Nations Malicious Acts Insurance Policy (MAIP), which is underwritten by Lloyds of London. This policy is available to the United Nations and its Specialized Agencies, Programmes and Funds, and other bodies who have elected to subscribe to it. The policy is administered by the Insurance and Disbursement Service (IDS) in the Accounts Division, Office of Programme Planning, Budget and Accounts (OPPBA), Department of Management of the United Nations.

⁵ See ST/AI/2003/01.

13. Under MAIP a “malicious act” is defined as “hostilities, revolution, rebellion, insurrection, riots or civil commotion, sabotage, explosion of war weapons, terrorism, murder or assault by foreign enemies or an attempted threat.” The policy applies to staff members and other eligible individuals on a 24-hour basis, worldwide. It should be noted that it is a condition precedent under the MAIP that an individual claimant must have been in compliance with the prevailing security guidelines and procedures established by the United Nations or, where the claimant was not in such compliance, that non-compliance was inadvertent. Certification that the claimant was compliant with prevailing security guidelines and procedures is required for each claim.

14. MAIP covers death or permanent disability (total or partial) caused directly or indirectly by war or a malicious act, including permanent disability brought about by chronic Post Traumatic Stress Disorder (PTSD) caused directly or indirectly by war or a malicious act. The maximum compensation payable per person is US\$ 500,000. The maximum limit under the policy is US\$ 50,000,000 for any one event for all duty stations except Geneva and New York where the maximum limits for any one event are US\$ 100,000,000 and US\$ 150,000,000 respectively. Coverage for death or permanent disability under the MAIP is in addition to compensation that may be payable under Appendix B.

15. Compensation for death and permanent total disability is calculated according to the categories of insured persons classified under MAIP. For internationally and locally recruited staff members in the Professional category and for non-staff member official visitors, including external auditors and special guests, the maximum benefit is US\$ 500,000. For internationally and locally recruited staff members in the General Service category and locally hired consultants, the benefit is ten times the net annual salary, subject to a maximum benefit of US\$ 500,000.

16. The MAIP also covers medical expenses up to a value of 10 per cent of the benefit for death or permanent disability, subject to maximum of US\$ 10,000. To the extent that Appendix B already covers medical expenses resulting from service-incurred death or injury, any MAIP proceeds for medical expenses will be used to offset those costs. There is to be no duplication of medical expenses reimbursement between Appendix B and MAIP.

C. Property of the Authority and staff members’ personal effects

17. Under Staff Rule 6.5 staff members shall be entitled, within the limits and under terms and conditions established by the Secretary-General, to reasonable compensation in the event of loss or damage to their personal effects determined to be directly attributable to the performance of official duties on behalf of the Authority. Under Staff Rule 7.19 staff members shall not be reimbursed for the cost of personal accident insurance or of insurance of accompanied personal baggage. However, compensation may be paid, under arrangements in force under Rule 6.5, in respect of loss and damage to such baggage determined to be directly attributable to the performance of official duties on behalf of the Authority.

18. To give effect to these provisions, the Authority maintains a Commercial All Risks Insurance Policy which covers all risks of direct and physical loss or damage to the property of the Authority (furniture, equipment, fixture, and fittings) occurring in the office or within specified geographical limits (including official laptop computers taken on official duty). The same policy also extends cover to staff members' personal effects to a maximum of US\$ 500 per loss or per coverage period. This policy is also provided by American Home Assurance Company Ltd. (lead company) through the Authority's broker, Allied Insurance Brokers Ltd.

19. In the case of shipments of personal effects authorized under Staff Rule 7.18, except on home leave, family visit or education grant travel, and in the case of shipment and storage of personal effects and households goods under Staff Rule 7.24, insurance coverage will be provided by the Authority up to a maximum established by the Secretary-General.

D. Motor Vehicle Insurance

20. The Authority maintains comprehensive insurance policies for all its motor vehicles. However, the Authority can take no responsibility for insuring private motor vehicles owned by staff members. It is to be noted also that, pursuant to Article 41 of the Headquarters Agreement, it is the duty of all persons enjoying the privileges, immunities and facilities under that Agreement to respect the laws of Jamaica, including the laws as to statutory motor vehicle insurance. Although the Authority can take no responsibility in this regard, staff members may wish to approach the Authority's broker, Allied Insurance Brokers Ltd., to obtain the most competitive quotes with respect to their motor vehicle insurance requirements.

E. Life Insurance

21. All staff members who receive a letter of appointment for six months or more and who have received medical clearance on appointment are eligible to participate in the group life insurance plan offered by the United Nations. Participation in the plan is voluntary and a staff member may withdraw at any time. The plan provides term insurance coverage only, and has no cash value at the time of withdrawal. The details of the plan can be found in United Nations ST/AI/2002/6. For further information on premiums and benefits, staff members should consult the Human Resources Officer.

F. Jamaica Conference Centre

22. Neither the Jamaica Conference Centre nor the UDC car park is covered under the terms of the Authority's Public Liability Insurance Policy. Under article 11 of the Supplementary Agreement between the Authority and the Government of Jamaica relating to the Headquarters of the Authority, the Government is required to maintain adequate fire insurance and also to carry adequate public liability insurance covering the Conference Centre, associated land and buildings, parking lot, sidewalk and other common areas.

