

Secretariat

29 July 2020

## Information circular<sup>1</sup>

To: Members of the staff

From: The Secretary-General

# Subject: Insurance arrangements applicable to staff members and other individuals 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 the present circular is to summarize the insurance arrangements currently in existence which are applicable to staff members and other individuals associated with the Authority. 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.

### A. Health insurance

3. In the case of staff members in the General Service category and National Professional Officers and their eligible dependants, 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 made available to staff members each year by the Office of Administrative Services.

4. In the case of staff members in the Professional and higher categories, the Authority participates in the UN Worldwide Plan (Cigna), which is available to staff members of the United Nations away from Headquarters, with costs borne by the Authority and by the relevant staff members collectively through a cost-sharing arrangement. The Cigna insurance benefits summary is contained in the annual information circular on the renewal of the United Nations Headquarters-administered

<sup>&</sup>lt;sup>1</sup> The present circular takes effect upon issuance and until further notice. ISBA/ST/IC/2013/10 is hereby withdrawn.





health insurance programme.<sup>2</sup> For detailed information, staff members may review the Cigna plan description document available at www.un.org/insurance or access Cigna's website (www.cignahealthbenefits.com).

5. The UN Worldwide Plan covers current and former staff members who reside outside the United States. Current and former staff members and their dependants who reside in the United States are not eligible for the coverage under the UN Worldwide Plan, given that it does not provide adequate coverage in view of the cost of health care in the United States. The sole exception to this exclusion arises in the case of a dependent child who attends school or university in the United States and is required by the educational institution to enrol in its health insurance plan. In such a case, the student's health insurance plan at the school or university will be primary and the UN Worldwide Plan will be secondary.

6. Plan members covered under the UN Worldwide Health Plan should not seek medical care in the United States because the plan does not offer adequate medical protection owing to the annual reimbursement limit of \$250,000 and the high cost of medical care in the United States, which is not reflected in the plan's premiums. Medical treatment obtained in the United States is subject to all the restrictions and limitations of the UN Worldwide Plan, and plan members shall be responsible for the payment of all amounts that exceed benefit limits and annual maximums. Each plan member will be responsible for the first \$5,000 per person or \$15,000 per family every year before the plan begins to pay for medical services received in the United States.

7. Staff members in the Professional and higher categories who have participated in the UN Worldwide Plan may also be eligible for optional after-service health insurance coverage. Staff members are reminded that, among the eligibility requirements for after-service health insurance coverage, the applicant must be enrolled in a United Nations scheme at the time of separation from service. Enrolment in the after-service health insurance programme is not automatic. Application for enrolment must be made within 31 days before, or immediately following, the date of separation.<sup>3</sup>

8. 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

9. 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."

10. 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". In such cases, medical expenses can be paid initially under the health insurance plan of the affected staff member, subject to the subsequent offset by the Authority of any amount payable under the provisions of appendix B. 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.

<sup>&</sup>lt;sup>2</sup> For the most recent update, see information circular ST/IC/2020/13 of 31 May 2020.

<sup>&</sup>lt;sup>3</sup> Full details on the eligibility requirements and administrative procedures relating to after-service health insurance coverage are set out in United Nations administrative instruction ST/AI/2007/3 on after-service health insurance.

11. Appendix B 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 any offices or premises of the Authority, as well as their dependants.<sup>4</sup> However, it does not apply to interns and United Nations Volunteers.

12. 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 accidental death, bodily injury or disease arising out of and in the course of their employment including litigation costs and expenses" up to a maximum of \$1,000,000 in respect of any one incident or one period of coverage. This policy extends to employee trips abroad, employees at annual seminars, workshops and other related activities, on or off premises, as well as sub-contractors and their employees.

13. 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 by Third Parties, 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" up to a maximum of \$1,000,000 in respect of any one incident or one period of coverage. Coverage also includes "annual seminars, workshops and related activities on or off the Insured's premises". Third party property damage is insured up to \$750.00 for each and every loss. Car park liability is also included for an aggregate of \$40,000 for any one period.

14. Currently, both the Employer's Liability Insurance Policy and Public Liability Insurance Policy are provided by Guardian General Insurance Jamaica Limited (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.

15. In order to provide cover against war and terrorist risks, the Authority also participates in the United Nations Malicious Acts Insurance Policy, which is underwritten by Lloyds of London. This policy is available to the United Nations and its specialized agencies, funds and programmes, and other bodies that have elected to subscribe to it. The policy is administered by the Department of Safety and Security of the United Nations Secretariat. The Office of Administrative Services is responsible for sending relevant data on all staff as well as non-staff eligible individuals to the Department.

16. Under the United Nations Malicious Acts Insurance Policy, 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 policy that an individual claimant must have been in compliance with the prevailing security guidelines and procedures established by the Department of Safety and Security or, where the claimant was not in such compliance, that non-compliance was inadvertent. Certification by the Department that the claimant was compliant with prevailing security guidelines and procedures is required for each claim. All staff members and non-staff eligible individuals must be aware of and comply with all security directives, including issuance of security clearance for travel and completion of the Field Security course. Failure to comply with such security directives is grounds for termination. The policy is not extended to spouses or dependent children.

<sup>&</sup>lt;sup>4</sup> See United Nations administrative instruction ST/AI/2003/01.

17. The United Nations Malicious Acts Insurance Policy 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 \$500,000. The maximum limit under the policy is \$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 \$100,000,000 and \$150,000,000, respectively. Coverage for death or permanent disability under the policy is in addition to compensation that may be payable under appendix B to the Staff Rules of the Authority. Coverage by the policy includes air travel on civilian aircraft, including chartered aircraft.

18. Compensation for death and permanent total disability is calculated according to the categories of insured persons classified under the United Nations Malicious Acts Insurance Policy. For internationally and locally recruited staff members in the Professional and higher categories, including fixed-term appointments, short-term appointments, junior professional officers and associate professional officers, internationally recruited consultants and individuals on service contracts, and for non-staff persons while on mission/travel/daily subsistence allowance status, including official visitors (including external auditors) and special guests, the maximum compensation payable per person is \$500,000, while the minimum compensation payable is \$50,000. For internationally and locally recruited staff members in the General Service category and National Professional Officers and locally recruited consultants and individuals on service contract, the benefit is 10 times the net annual salary, subject to a maximum benefit of \$500,000 and a minimum of \$50,000. For interns, the maximum compensation payable per person is \$50,000.

19. The United Nations Malicious Acts Insurance Policy also covers medical expenses up to a value of 10 per cent of the benefit for death or permanent disability, subject to a maximum of \$10,000. To the extent that appendix B to the Staff Rules already fully covers medical expenses resulting from service-incurred injury, any policy proceeds for medical expenses will be used to offset those costs. Medical expenses reimbursement will not be duplicated between appendix B and the policy.

#### C. Property of the Authority and staff members' personal effects

20. 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 7.18 (a), 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 behalf of the Authority.

21. 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 (office furniture, office equipment, fixture, air-conditioning cooling system and lecterns) occurring in the office or within specified geographical limits. The same policy also extends to cover staff members' personal effects to a maximum of \$1,500 aggregate. The Authority also maintains a Computer All Risks Insurance Policy which covers all risks of physical loss or damage to electronic data processing equipment and the like, including computer equipment, and laptops in the office or taken on official travel worldwide. These two policies are

also provided by Guardian General Insurance Jamaica Limited (lead company) through the Authority's broker, Allied Insurance Brokers Ltd.

22. In the case of shipments of personal effects authorized under staff rule 7.17, except those relating to home leave, family visit or education grant travel, and in the case of shipment and storage of personal effects and household goods under staff rule 7.22 (e), insurance coverage will be provided by the Authority up to a maximum established by the Secretary-General. However, the Authority shall not be responsible for loss of or damage to unaccompanied shipment.

#### D. Motor vehicle insurance

23. The Authority maintains comprehensive insurance policies for all its motor vehicles. However, the Authority takes 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.

#### E. Life insurance

24. 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 administrative instruction ST/AI/2002/6. For further information on premiums and benefits, staff members should consult the Office of Administrative Services.

#### F. Jamaica Conference Centre

25. Neither the Jamaica Conference Centre nor the Urban Development Corporation 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. The Office of Administrative Services confirms with the Ministry of Foreign Affairs and Foreign Trade of Jamaica to ensure those insurance policies are transmitted to the Authority at least once per annum.

(Signed) Michael Lodge Secretary-General