

ANNEX II

To Request for Proposals (RFP) N° PCD/09/021



WIPO ADMINISTRATIVE MANUAL

COLLECTIVE LIFE INSURANCE
FOR WIPO AND UPOV STAFF MEMBERS

CHAPTER I: GENERAL PROVISIONS

Art. 1 Subject of the contract

The purpose of this contract is to guarantee to insured persons the payment of a capital sum in the event of death or permanent disability. Cover is applicable twenty-four hours a day and is valid throughout the world. It covers all risks, including AIDS, to the exclusion of accidents.

The persons insured are those insurable persons defined in Article 3 who are members of the insurance as provided in Article 4.

Art. 2 Incontestability of the contract – Maintenance of guarantees

1. The declarations by the contractor and by the insured persons serve as a basis for the contract that is incontestable once it has entered into force, subject to the provisions of Articles L.113-8 and L.132-26 of the Insurance Code.
2. Except in the event of non-disclosure, omission or false or inaccurate declaration made in bad faith by the insured person, such person, once admitted, may not be excluded from the insurance against his will for such time as he is a member of the insurable staff of the group and on condition that the contribution has been paid.

Art. 3 Insurable persons

The persons who may be insured under the contract are the officials of WIPO or UPOV, as well as their spouses.

Art. 4 Admission formalities – Effects of memberships and of guarantees

- Insurable persons of less than 55 years of age may join by means of a simple application for membership submitted to WIPO during the first two months following the date of their recruitment. They will enjoy cover as from the date stated on the application for membership.
 - Insurable persons who have reached the age of 55 and insurable persons who have not submitted an application for membership during the first two months following the date of their recruitment will be required to submit a “declaration of health status”.
- (a) For persons choosing a capital sum in excess of 500,000 Swiss francs
- Acceptance for a capital sum in excess of 500,000 Swiss francs is subject to a “declaration of health status”.

(b) For spouses of insured staff members

- Acceptance of the spouse of an insured staff member is subject to a “declaration of health status”.
- The spouse of an insured staff member can be covered only for death up to a maximum of 50 percent of the staff member’s capital sum insured.
- The insurance premium for coverage of the spouse is the same as described in Article 8 “Contributions” of the existing policy.

The applications for membership are transmitted to s by WIPO.

The “declarations of health status” are to be completed by the insurable persons and sent to s by WIPO. Within 15 days of receipt of a declaration, s will notify their refusal or acceptance of membership. Cover will be enjoyed as of the first day of the month following the date on which s confirm acceptance to WIPO.

Art. 5 Basis and amount of guarantees

Basis of guarantees

On beginning membership, an insurable person must state the capital sum for which he wishes to be guaranteed.

The capital sum is determined in steps of 50,000 Swiss francs up to an absolute maximum of 1,000,000 Swiss francs.

An insured person may, at any time, request an increase in the guaranteed capital, without however exceeding the maximum of 1,000,000 Swiss francs provided for in the preceding paragraph.

All applications for increase shall be subject to the submission of a declaration of health status.

Applications for increase shall be transmitted to s by WIPO. Within 15 days of receipt of the application, s will notify refusal or acceptance of the requested increase.

Cover will begin on the first day of the month following the date on which s confirm the increase to WIPO.

Art. 6 Arbitration

(a) Disputes concerning issues other than medical

Any dispute arising from the interpretation or application of the terms of this contract or of a breach of its provisions, if not settled by means of direct negotiation, is to be settled in accordance with the current arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL). There is one single

arbitrator and the parties are bound by the arbitration award. It is nevertheless understood that the provisions of this paragraph may in no way constitute or presume a derogation from the privileges and immunities of WIPO.

(b) Disputes relating to medical issues

Disputes will be settled by an arbitrator designated jointly by a doctor chosen by WIPO and s doctor. In the event of failure to agree, the arbitrator will be designated by the Executive Committee of the Association of Doctors of the Canton of Geneva or by the equivalent medical association responsible for the place of residence of the insured person. The arbitrator's decision is final and binding on both parties. Each of the parties is responsible for the remuneration of the doctor it has chosen in order to designate the arbitrator. The cost of arbitration, including the arbitrator's fees, is to be shared between WIPO and s half and half.

Art. 7 Contributions

The annual premium is agreed at ___ percent of the guaranteed capital. It is payable monthly on the due date by WIPO and is deducted from the staff member's salary.

Art. 8 Termination of guarantees

- (a) If the premiums are no longer paid, the guarantees terminate one month after a registered letter has been sent by s to WIPO to remind WIPO of the due date for premiums and the risk of loss of guarantee.
- (b) If an insured person requests in writing that his cover be terminated, such cover will cease with respect to him three months after the end of the month during which termination is requested. Such termination shall be final and irrevocable.
- (c) Guarantees will also terminate if the insured person terminates his employment, except where he terminates it in order to take retirement. In such case, the death guarantee remains covered in accordance with the conditions set out in Article 1 of Title II, for as long as this contract remains in force.
- (d) The insured spouse's cover ends on the staff member's separation from service or death.

Art. 9 Prescription

Actions deriving from this contract may be prescribed only after completion of two years. Such period shall begin with regard to a beneficiary of guarantees as from the time at which he gained knowledge of the event guaranteed by the contract. It begins with regard to s as from the time at which they are entitled to claim a due from WIPO or the insured person.

Art. 10 Right of verification

s retain their right to verify with WIPO whether the particulars provided by the insured persons and the calculation of contributions are correct.

CHAPTER II : INSURANCE FOR DEATH

Art. 1 Definition of the guarantees

In the event of the death of an insured person, the leading underwriter pays the agreed capital. However, where the insured person terminates his employment in order to take retirement, the guaranteed capital is reduced to a maximum of 500,000 Swiss francs. In addition, the amount of the capital is reduced by ten percent at each birthday of the insured person following the date of retirement. Such reduction does not affect the basis for calculating the premium.

Art. 2 Risks insured

The Insurer covers all risks of non-accidental death, whatever the cause, except for those cases regulated by the Insurance Code.

An accident is considered as any involuntary bodily harm inflicted on the insured person by the sudden action of an outside cause.

A wound or lesion caused in whole or in part by a pathological state or an operation not resulting from an accident is not considered an “accident”.

Art. 3 Beneficiaries

Failing specific designation made on the entrance form, or if such designation has become invalid, the benefit of the insurance in the event of death shall accrue to the spouse of the insured person where not legally separated or, failing that, to the legitimate, recognized or adopted children, in equal shares, failing that, to the parents, in equal parts, or the surviving parent, and failing that to the heirs of the insured person.

Art. 4 Payment of the insured capital

1. The death of an insured person must be declared as soon as possible by the beneficiary or by the contractor to the Insurer.
2. The following documentary justification is to be furnished in all cases to the Insurer or its agent for the settlement of the insured capital:
 - an extract from the registry of deaths or an individual certificate of civil status in the name of the insured person, bearing the mention “deceased” and the date of death,
 - a medical certificate stating, where possible, the cause of death, failing that a statement of the cause as announced to the persons entitled,

- documents attesting to the status of the beneficiary (for example: certificate of civil status comprising the mention “non-separated” if the beneficiary is the spouse, certificate of heredity).
3. The Insurer reserves the right to verify that death has not resulted from an excluded risk.
 4. Payment of the insured capital is indivisible with respect to the Insurer who will make settlement, in the event of more than one beneficiary, against a joint receipt from the persons entitled.

It will be effected within 15 days of receipt of all the documents set out above.

Art. 5 Cessation of the guarantee

The guarantee for members of staff terminates once they are no longer part of the insurable staff.

CHAPTER III : PERMANENT DISABILITY

Art. 1 Definition of the guarantee

1. In the event of permanent disability with a degree of invalidity “N” of at least 66 percent, the leading underwriter will pay the capital amount insured for the case of death. Such payment will terminate the insurance for death set out in Title II above.
2. The degree of disability “N” is determined from the following table as a function of:
 - § *the physical or mental functional incapacity,*
 - § *the professional incapacity.*

RATE OF PROFESSIONAL INCAPACITY	RATE OF FUNCTIONAL INCAPACITY								
	20	30	40	50	60	70	80	90	100
10	--	--	--	29.24	33.02	36.59	40.00	43.27	46.42
20	--	--	31.75	36.94	41.60	46.10	50.40	54.51	58.48
30	--	30.00	36.34	42.17	47.62	52.78	57.69	62.40	66.94
40	25.20	33.02	40.00	46.42	52.42	58.09	63.50	68.68	73.68
50	27.14	35.57	43.09	50.00	54.46	62.57	68.40	73.99	79.37
60	28.85	37.80	45.79	53.13	60.00	66.49	72.69	78.62	84.34
70	30.37	39.79	48.20	55.93	63.16	70.00	76.52	82.79	88.79
80	31.75	41.60	50.40	58.48	66.04	73.19	80.00	86.54	92.83
90	33.02	43.27	52.42	60.82	68.68	76.12	83.20	90.00	96.55
100	34.20	44.81	54.29	63.00	71.14	78.84	86.18	93.22	100.00

The rate of functional disability is established initially either by common accord between the parties or on the basis of a medical estimation. The functional incapacity status is assessed without reference to any professional consideration. It is based solely on the loss of physical or mental capacity as a result of an illness.

The degree of professional incapacity is subsequently established either by common accord between the parties or on a medical estimation. The degree of professional incapacity is assessed as a function of the degree and nature of the functional incapacity in relation to the profession pursued, taking into account the manner in which it was pursued prior to the illness or accident, the normal conditions of exercise and the remaining possibilities, without account of the possibility of rehabilitation in a different profession. The degree varies between 0 and 100 percent.

Art. 2 Risks insured

1. The risk of permanent disability is insured in all those cases in which the risk of death is covered and under the same conditions.
2. However, disability caused intentionally by the insured person by injuring himself or attempting suicide is excluded.

Art. 3 Payment of the insured capital

1. Any illness likely to lead to permanent disability must be declared to the Insurer by the insured person or by the contracting undertaking.

The declaration must be made in writing, on pain of forfeiture, within three months save for act of God.

2. It is for the insured person to prove permanent disability. A detailed medical certificate setting out, in particular, the nature of the disability and the date of the medical diagnosis of the illness that has led to disability is to be provided to the Insurer; such certificate must also certify that the disability meets the conditions set out in Article 1 above and that there is no likelihood of improvement.
3. The Insurer reserves the right to verify in the meantime whether the permanent disability is not the result of an excluded risk and to have the insured person subjected to an expert medical opinion at its own cost.
4. Once it has recognized that the permanent disability of the insured person does not derive from an excluded risk, the Insurer will pay the capital sum insured for the event of death.

Art. 4 Cessation of guarantee

The permanent and total disability cover ceases automatically at the date on which the insurance for death expires and, at the latest, at the date on which the insured person terminates his employment in order to take up retirement.