

Annex II to Request for Proposals N° PCD/09/022

Accident Insurance (including evacuation and repatriation) for Staff Members and Dependants of the World Intellectual Property Organization (WIPO)

ACCIDENT INSURANCE ADMINISTRATIVE MANUAL

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CHAPTER I: INTERNAL ADMINISTRATION

1. WORK-RELATED ACCIDENT INSURANCE

1.1 Statutory basis

Staff Regulation 6.2 requires the Director General to establish for the staff a social security scheme providing, *inter alia*, for compensation in the event of accident or death attributable to the performance of official duties on behalf of the International Bureau.

1.2 Application

Pursuant to that Regulation, the Organization has concluded with “The Insurer” a contract that automatically covers all categories of staff working for it in the event of a work-related accident. Consultants, experts, interpreters, etc, are also covered. The premiums are paid by the Organization.

1.3 Procedure in the event of accident

As the policyholder is the Organization, the Social Security Section must be informed of any accident immediately. This Section will send an accident declaration form to the injured person who must complete it and forward it to "The Insurer" either by email or by post. A copy of the declaration must also be sent to the Social Security Section. The insured person himself submits to “The Insurer” any benefit claim using the form available from the above Section.

1.4 General and special conditions

The general and special conditions of this insurance are given in Chapter II of these rules. Anything not expressly provided for in these rules is covered subsidiarily by the contract concluded with “The Insurer”, whereby none of these rules may derogate from a clause, even general, in those contracts.

2. NON-WORK-RELATED ACCIDENT INSURANCE FOR STAFF MEMBERS AND PENSIONERS

2.1 Subject of the insurance

The Organization has concluded with “The Insurer” an insurance contract in the event of non-work-related accidents. This insurance is optional.

2.2 Persons insured

Staff members and pensioners of the Organization who have applied for this insurance are covered for benefits in the event of death or disability, with a possible extension to cover costs of treatment. To do so, they must complete and sign an official form supplied by the Social Security Section.

2.3 Non-work-related accidents

Non-work-related accidents mean accidents occurring during normal activities that the insured person may suffer outside his professional occupation.

2.4 Procedure in the event of accident

As the policyholder is the Organization, the Social Security Section must be informed of any accident immediately. This Section will send an accident declaration form to the injured person who must complete it and forward it to "The Insurer" either by email or by post. A copy of the declaration must also be sent to the Social Security Section. The insured person himself submits to “The Insurer” any benefit claim using the form available from the above Section.

2.5 Insurance year

The insurance year begins on January 1 and ends on December 31.

2.6 Payment of premiums

(a) Premiums are to be paid by the staff member, with a contribution by the Organization, amounting to 50 per cent of the premium relating to the cost of treatment. They will be deducted from the staff member’s salary for the month of admission, for the months remaining up to December 31 following admission, and subsequently from the January salary for the whole of the following insurance year;

(b) The premiums for pensioners, after deduction of the Organization's contribution, i.e. 50% of the premium relating to the cost of treatment, will be collected by the Organization for payment to the insurance firm. They are payable on admission, for the months remaining up to December 31 following admission, and then during the month of January for the whole of the following insurance year.

2.7 General and special conditions

The general and special conditions of this insurance are given in Chapter II of these rules. Anything not expressly provided for in these rules is covered subsidiarily by the contracts concluded with "The Insurer," whereby none of these rules may derogate from a clause, even general, in those contracts.

3. ACCIDENT INSURANCE FOR SPOUSES AND DEPENDENT CHILDREN OF STAFF MEMBERS AND PENSIONERS

3.1 Subject of the insurance

The Organization has concluded with "The Insurer" an insurance contract for death and disability and for costs of treatment for accidents suffered by the spouses and children of staff members and of pensioners. This insurance is optional.

3.2 Persons insured

3.2.1 Spouses and dependent children of staff members and pensioners

This insurance covers the spouses and dependent children of staff members and of pensioners where the staff members concerned have applied for admission. To do so, the staff members concerned must duly complete and sign an official form supplied by the Social Security Section. The form must be countersigned by spouses and by dependent children over the age of 21.

3.2.2 Dependent children

For the purpose of this insurance, a dependent child means unmarried persons satisfying at least one of the following conditions:

- (a) a dependent child according to Article 3.2(b) of the Organization's Staff Regulations and Rules;
- (b) a person under the age of 21;
- (c) a person under the age of 30 and
 - living together with the staff member or the pensioner and/or
 - financially dependent on the staff member or the pensioner for the main regular share of his maintenance.

3.3 Insurance cover

The insurance affords full cover for accident risks, that is to say it is designed for persons who are not insured elsewhere against work-related accidents. It gives its members effective 24-hour cover.

3.4 Procedure in the event of accident

As the policyholder is the Organization, the Social Security Section must be informed of any accident immediately. This Section will send an accident declaration form to the injured person who must complete it and forward it to "The Insurer" either by email by post. A copy of the declaration must also be sent to the Social Security Section. The insured person himself submits to "The Insurer" any benefit claim using the form available from the above Section.

3.5 Insurance year

The insurance year begins on January 1 and ends on December 31.

3.6 Payment of premiums

- (a) Premiums are to be paid by the staff member representing the insured person, with a contribution by the Organization amounting to 50 per cent of the premium relating to the cost of treatment. They will be deducted from his salary for the month of admission, for the months remaining up to December 31 following admission, and subsequently from his salary for the month of January for the whole of the following insurance year.
- (b) The premiums for the spouses and children of pensioners, after deduction of the Organization's contribution, i.e. 50 per cent of the premium relating to the cost of treatment, will be collected by the Organization for payment to the insurance firm. They are payable on admission, for the months remaining up to December 31

following admission, and then during the month of January for the whole of the following insurance year.

3.7 General and special conditions

The general and special conditions of this insurance are given in Chapter II of these rules. Anything not expressly provided for in these rules is covered subsidiarily by the contracts concluded with "The Insurer," whereby none of these rules may derogate from a clause, even general, in those contracts.

CHAPTER II: GENERAL AND SPECIAL CONDITIONS

GENERAL CONDITIONS (CGA)

Art. 1 Subject of the contract

The Company shall pay the benefits stated in the policy following an accident which the insured person has suffered during the insurance period:

The contract may include the following types of benefits:

- treatment costs;
- disability benefit;
- benefit in the event of death.

The types of benefits are stated in the policy.

Art. 2 Persons insured

The persons insured are those mentioned in the policy.

Art. 3 Beginning and end of insurance cover

Cover takes effect for each insured person:

- at the start of the contract;
- on admission to the insurance scheme.

Cover ceases for each insured person on:

- expiry of the contract;
- leaving the insurance scheme.

If the insured person suffers as a result of an accident that occurred during the contractual period, benefits shall be paid according to these rules.

Art. 4 Territorial validity

This insurance is valid throughout the world. The Principality of Liechtenstein is considered to be part of Switzerland.

Art. 5 Insured accidents

An accident means any harmful, sudden and involuntary injury inflicted on the human body by an abnormal external cause.

The following bodily injuries are considered to be accidents, even if they are not caused by an abnormal external factor:

- bone fractures, where not obviously caused by a disease;
- dislocation of joints;
- tearing of the meniscus;
- tearing of muscles;
- straining of muscles;
- tearing of tendons;
- injury to ligaments;
- injury to eardrums.

The following are also considered accidents:

- involuntary inhalation of gases or fumes and inadvertent absorption of toxic or corrosive substances;
- freezing, heatstroke and sunstroke, as well as damage to health attributable to ultraviolet rays, with the exception of sunburn;
- drowning;
- suicide and voluntary mutilation or attempts to commit such acts if at the time of the incident the insured person, through no fault of his or her own, was totally incapable of discernment or if the act was unquestionably the consequence of an accident qualifying for insurance cover.

The Company reserves the right to reduce benefits where the accident is the result of gross negligence.

Art. 6 Non-insured accidents

Accidents are not insured:

- if they result from events of war. However, if such events unexpectedly affect the insured person when outside Switzerland, insurance cover does not cease until 14 days after their outbreak. On the other hand, when the insured person is a victim of an aircraft hijacking, the Company shall pay all benefits, even if the aircraft is hijacked in a country where war is taking place. The Company shall pay no benefits if the insured person is the victim of an aircraft hijacking more than 48 hours after a declaration of war:
- involving Switzerland or one of its neighboring States;
- between one or other of the following States: Great Britain, the Russian Federation, the United States, the People's Republic of China or between one of those States and a European State;
- where the insured person is serving in a foreign army;
- during disturbances of any kind, unless the insured person can prove that he has not taken part in such disturbances or was one of their instigators;
- where an accident has occurred during willful perpetration of a crime or an attempted crime;
- where an accident has occurred when driving a motor vehicle under the improper influence of alcohol (2 ‰ and above) or drugs;
- during the use of aircraft and during parachute jumps if the insured person deliberately fails to heed the instructions of the authorities or does not hold the requisite official permits and licenses.

Art. 7 Influence of factors unrelated to the accident

Where the accident is only the partial cause of work incapacity, disability or death, the Company shall pay the corresponding partial benefits only. The sum of these partial benefits is determined on the basis of a medical examination.

Art. 8 Limitations on the obligation to pay benefits abroad

When an insured person who has suffered an accident in Switzerland and who is eligible for benefits travels abroad for treatment without the Company's consent, the right to benefits in respect of treatment costs incurred during his stay outside Swiss

territory ceases. In the case of cross-border workers, these restrictions only apply outside the person's place of residence and its immediate surroundings.

Art. 9 Physician, chiropractor

A physician is considered to be any person holding a federal diploma or equivalent overseas qualification and authorized to practice by a canton; overseas, any person holding an equivalent certificate of competency and authorized to practice.

A chiropractor is considered to be any person authorized so to practice by virtue of a certificate of competency granted by the canton and recognized by the Confederation.

The insured person is required to release from their professional obligation of secrecy towards the Company the physicians and chiropractors who have treated him or continue to do so.

Art. 10 Benefits in addition to medical insurance

The Company will pay only those treatment costs not covered by the medical insurer in accordance with its rules or regulations.

The Company will not pay any deductible, contribution or tax levied by the medical insurer.

Where a medical insurer reduces or refuses to pay benefits owing to the existence of complementary insurance or for other reasons, whereas these should be paid in accordance with its rules or regulations, or alternatively where benefits are excluded for the same reasons, the Company shall cover only the sum that it would have been required to pay had the medical insurance company paid the benefits in full.

If, on the day of the accident, no contract has been concluded with a medical insurer or if the medical insurer refuses to pay benefits by reason of non-payment of premiums, the Company shall offer full cover within the scope of the insured benefits.

Art. 11 Outpatient treatment

Within the scope of the provisions of Article 10, the Company shall pay the costs, according to current local standards or official tariffs, incurred through outpatient treatment for measures undertaken or prescribed by a physician or chiropractor that are scientifically recognized and medically necessary.

Art. 12 Stays in hospital or cures

Within the scope of the provisions of Article 10, the Company shall pay the costs, according to current local standards or official tariffs, incurred during hospitalization or a stay at a therapeutic establishment for all services, therapeutic measures and purchases - including accommodation, food and care fees - that are prescribed by the physician, scientifically recognized and medically necessary.

A hospital is considered to be any establishment under the management or supervision of a medical authority, including psychiatric clinics.

Cures are considered to be inpatient treatments at specialized dietary, spa, rehabilitation or convalescence centers, under the management or supervision of a medical authority.

Art. 13 Additional benefits

When the use of qualified nurses or nurses made available by an institution enables the time spent in hospital or undertaking a cure (home nursing/Spitex) to be reduced or avoided, the Company shall pay, for each accident, the cost of a maximum of 730 days' care.

In the event of an insured accident, the Company shall pay the necessary costs:

- of dental care needed as a result of an accident, if this is given or prescribed by a qualified dentist. In the case of children or adolescents, if final treatment is not possible, the Company shall meet the cost of provisional treatment and that of the final repair of damaged teeth;
- for the rental or initial purchase of spectacles, contact lenses, hearing aids, auxiliary orthopedic appliances, medical utensils (such as crutches and support devices) and prostheses, provided that these are prescribed by the physician. The Company shall pay for the repair or replacement (new value) of these items, if they have been damaged or destroyed during an accident requiring therapeutic measures;
- for medically necessary transport connected with medical treatment and employing the appropriate mode of transport;
- for search and rescue operations for the insured person or the recovery of his body, up to 20 000 Swiss francs;
- for rescue operations for the insured person;
- for operations to recover the body and return it to the place of residence.

Art. 14 Maximum benefits

From the date that each accident takes place, the Company shall pay the insurance benefits with no upper limit for a period of ten years, after which it will pay up to 250 000 Swiss francs.

Art. 15 Third party benefits

No benefits are due where the cost of treatment is met by a liable third party or is borne by statutory accident insurance. Where the Company has to provide benefits in place of a liable third party, the insured person is required to assign to it his rights on the basis of the benefits paid.

Art. 16 Disability benefit

If the accident causes apparently permanent disability, the Company shall pay:

- in the event of total disability, the total sum of the disability benefit indicated in the policy;
- in the event of partial disability, the following percentages of the benefit indicated in the policy, following the complete loss of use or loss of:

- one arm at or above the elbow joint	70%
- one arm below the elbow or one hand	60%
- one thumb	20%
- one index finger	10%
- any other finger	5%
- one leg at or above the knee joint	60%
- one leg below the knee joint	50%
- one foot	40%
- sight in both eyes	100%
- sight in one eye	30%
- sight in one eye if sight in the other eye has already been lost at the time of the accident	70%
- hearing in both ears	60%
- hearing in one ear	15%
- hearing in one ear when hearing in the other ear has already been lost at the time of the accident	45%
- taste	10%
- smell	10%
- the spleen	10%
- one kidney	20%

In the event of partial loss of a limb or an organ, or of partial loss of their use, the percentage of the benefit paid by the Company is reduced proportionally.

If several parts of the body are injured as the result of an accident, the percentages shall be added together. However, the benefit may in no case exceed the stated amount for total disability.

If the insured person was already disabled owing to a previous accident, the Company shall pay the difference between the benefit corresponding to the previous disability and the benefit calculated on the basis of the total degree of disability.

If the total degree of disability cannot be determined according to the principles set out in paragraph 1, it will be fixed depending on the permanent physical or mental injury, taking into consideration the degree of occupational disability and the personal circumstances of the insured person. However, in the case of children and adolescents up to the age of 20, the likely effect of the disability on their future earning capacity will be taken into account.

If the insured person is aged 65 or over at the time of the accident, the Company will pay a life annuity in place of the benefit. This amounts to 93 Swiss francs per year for every 1 000 Swiss francs of disability benefit. The amount depends on the degree of disability.

Art. 17 Benefit in the event of death

If the accident leads to the death of the insured person, the Company shall pay the benefit indicated in the policy.

The Company shall pay the capital:

- to the spouse of the insured person;
- failing which, to his children;
- failing which, to his mother and father;
- failing which, to his brothers and sisters;
- failing which, to the descendents of his brothers and sisters.

In the absence of the above survivors, the Company shall pay only the burial costs up to the limit of the benefit indicated in the policy.

Benefit in the event of death amounts to a maximum of 20 000 Swiss francs for insured persons under 16 years of age.

Art. 18 Obligations in the event of an accident

In the event of an accident likely to lead to the payment of benefits:

- the insured person must receive the appropriate medical care as quickly as possible and follow the physician's orders. All insured persons must be examined by Company-designated physicians;
- the policyholder or eligible party must inform the Company immediately using the form provided. In the event of death, the Company must be informed sufficiently early for an autopsy to be carried out at its expense, and prior to burial, if factors other than the accident could have caused the death;

- in the case of failure to comply with obligations in such a way as to influence the ascertainment or the extent of injury, the Company may reduce benefits. However, no reduction will be made if it is proven that infringement of the contractual provisions has not influenced the ascertainment or the extent of injury.

SPECIAL CONDITIONS (CP)

WORK-RELATED ACCIDENT INSURANCE

CP.1 Persons insured

- Category 1: Staff members, consultants in Geneva
Staff of the Medical Unit (nurse(s) and secretary (ies))
- Category 2: The Doctor of the Medical Unit
- Category 3: Short-term staff, interpreters mainly in Geneva and/or elsewhere
in the world and service providers
Short-term staff assigned to the Medical Unit (nurse(s) and
secretary (ies))
- Category 4: Consultants in the field, international experts and lecturers
- Category 5: National experts
- Category 6: Administrative staff hired for technical assistance projects
in the field and Service providers in the field
- Category 7: Fellows
- Category 8: Interns
- Category 9: Participants in meetings organized by WIPO or under WIPO
auspices, including government delegates.

The insured persons must be bound in writing to WIPO or to the International Union for the Protection of New Varieties of Plants (UPOV).

Staff members working in offices outside Geneva as set out below are also covered under Category 1:

- New York (3 staff members)
- Singapore (4 staff members, 1 short-term staff)
- Rio de Janeiro (1 staff member)
- Tokyo (1 staff member)

CP.2 Insured work-related accidents and diseases

The insurance covers work-related accidents and diseases.

Accidents and other bodily injuries under article 5 of the CGA are considered to be work-related accidents, if they occur in the following circumstances:

- in the course of any activity connected with the insured company, including those occurring on the journey to or from lunch in the cafeterias of other international organizations or in restaurants usually frequented by staff, or on the outward or return trip between home and the place of work or, in the case of evening and daytime invitations, between the place of work and the place of the invitation;
- on the journey directly to a medical appointment immediately before or after and during working hours. A journey to a medical appointment is considered to be the direct route between WIPO and the medical practice and return journey (during working hours) or the direct route between the place of residence and the medical practice and then on to WIPO (before work), or the direct route from WIPO to the medical practice and then on to the place of residence (after work);
- during a work disruption;
- during a business trip or mission;
- during a company outing organized or financed by the employer;
- during attendance at a school or course stipulated by law or by a contract, or authorized by the employer.

A business trip or mission refers to a trip that the policyholder recognizes and finances as such. The business trip or mission begins at the time when the insured person leaves his place of residence or the usual business address of the company, depending on the circumstances immediately preceding it, with the aim of undertaking a business trip or mission. It ends on the insured person's return to his place of residence or the usual business address of the company, depending on initial preceding circumstances, or if the person does not return, on completion of the mission.

Twenty-four-hour cover comprehensive accident cover is provided for insured persons on mission or on home leave, as well as to those in categories 4, 7, 8 and 9.

If, during a mission, the insured person takes leave, in the place of the mission, immediately before or immediately after the dates of that mission, the outgoing or return journey, as the case may be, is considered to be covered.

Work-related diseases within the meaning of Annex I of the Ordinance on Accident Insurance (OLAA), and work-related diseases specific to the work of the Medical Unit for category 2, are also considered to be accidents.

CP.3 Non-insured accidents

In partial derogation of Article 6 of the CGA, the following is agreed:

(a) Accidents suffered by insured persons due to warfare are included in the cover, provided that the insured person has not participated actively in events connected with such warfare or was one of its instigators.

Benefits paid by the Company are limited to 5 000 000 Swiss francs per event for accidents resulting from acts of war. All accidents with the same cause constitute part of a single event, regardless of the number of persons concerned. The different benefits will be reduced proportionally if this figure is exceeded.

The Company may terminate insurance cover for these accidents at any time, provided that 14 days' notice is given.

(b) Participation in motor vehicle and motor-boat racing, as well as trials on the racetrack, are not covered;

(c) The deliberate absorption or injection into the body of medicines, drugs and chemicals not necessitated by an insured accident is not covered.

CP.4 Insured benefits

Category	Capital in the event of death (Swiss francs)	Capital in the event of disability (Swiss francs)	Treatment costs	24-hour cover
1	1 000 000	1 000 000	Yes	No
2	1 000 000	2 000 000	Yes	No
3	500 000	500 000	Yes	No
4	300 000	300 000	Yes	Yes
5	50 000	80 000	Yes, complementary	No
6	50 000	80 000	Yes	No
7	50 000	80 000	Yes, complementary	Yes
8	100 000	200 000	Yes, complementary	Yes
9	50 000	80 000	Yes	Yes

CP.5 Payment of benefit in the event of death

Article 17 of the CGA is to be replaced by the following text: in the event of death, the Company shall pay the benefit due and WIPO shall be responsible for paying the benefit in accordance with the Organization's internal rules, thus releasing the Company from any subsequent claim by the possible beneficiary(ies). The benefit due in the event of death shall be paid once only by the Company.

Article 87 of the LCA must also be observed (beneficiary's direct entitlement).

CP.5.1 Funeral costs

If the accident leads to the death of the insured person, the Company shall cover the costs involved up to a maximum of 2 000 Swiss francs and shall transfer this sum to the person who can prove that he paid these costs.

CP.6 Disability benefit

By way of complement to and in partial derogation of Article 16 of the CGA, the following is agreed:

In the event of disability, the Company will pay the benefit or annuity due and WIPO shall be responsible for paying the benefit or annuity in accordance with the Organization's internal rules, thus releasing the Company from any subsequent claim by the possible beneficiary(ies). The benefit or annuity paid to WIPO cannot subsequently be claimed directly from the insurer by the insured person.

Article 87 of the LCA (beneficiary's direct entitlement) must also be observed. The benefit is calculated in accordance with Article 16 of the CGA or, according to the system of economic disability set out below if this is more favorable to the insured person:

A person is considered disabled if his earning capacity is likely to have suffered permanent or long-term harm. To assess the disability, the earnings from WIPO which the insured person who has become disabled following an accident could obtain by pursuing the activity that may reasonably be expected of him, after possible rehabilitation measures have been carried out and taking into account a balanced situation on the labor market, will be compared with the earnings he could have obtained if he were not disabled. Where the insured person's work capacity is already considerably reduced in the long term prior to the accident, the earnings on which the assessment of the degree of disability will be based are those which the insured person could have obtained taking into account his work capacity prior to the accident.

CP 6.1 Disability due to the loss of paired organs

Paired organs mean the eyes, ears and kidneys.

In the event of loss of one paired organ, following an accident covered by the insurance, the degree of disability should be determined without taking into account the risk of losing the other organ. Where this contract covers the loss of the first or of the second paired organ only, the degree of disability in the event of loss of the second organ is determined according to the overall damage; the Company is required to pay benefits for that damage. Benefits due under accident insurance,

medical insurance or to be paid by a third party liable for the non-insured loss of a paired organ, will be accounted against the benefit.

CP 6.2 Payment of an annuity

In partial derogation of Article 16 of the CGA, the annual annuity for 1 000 Swiss francs of benefit is:

Age	Francs	Age	Francs	Age	Francs	Age	Francs
65	93	68	105	71	120	74	139
66	97	69	110	72	126	75	146
67	101	70	115	73	132	Above	180

CP 6.3 Benefits for aesthetic injury

If the accident leads to a serious and permanent disfigurement of the body (aesthetic injury, e.g. scars) which gives no entitlement to a disability benefit, the Company shall pay a benefit equal to:

- 10 per cent of the insurance sum agreed in the event of total disability, if such mutilation involves serious disfigurement of the face, and/or;
- 5 per cent of the insurance sum agreed in the case of total disability, if the serious mutilation affects other parts of the body that are normally visible.

Benefits for aesthetic injury may in no case exceed 20 000 Swiss francs.

CP.7 Treatment costs

If treatment costs are fully insured, the Company shall pay, in partial derogation of Article 10 of the CGA, all fees for treatment in a private room for any measures ordered by a physician that are scientifically recognized and medically necessary. Treatment costs are fully insured for insured persons in categories 1, 2, 3, 4, 6 and 9.

Where complementary insurance cover for treatment costs is provided in addition to the benefits paid by the collective medical insurance or another insurer, the Company pays only the share of the treatment costs not covered by the victim's insurer, including deductibles and contributions. If, at the time of the accident, there is no longer any insurance with the collective medical insurance or another insurer covering treatment costs, the Company bears only 60 per cent of the expenses payable mentioned in paragraph 1 of this Article. Treatment costs are covered by complementary insurance for insured persons in categories 5,7 and 8.

7.1 Other costs

The Company shall also pay, following an accident giving entitlement to insurance benefits, up to 2 000 Swiss francs towards the costs incurred for cleaning, repair or replacement of:

- damaged clothing and articles carried by the insured victim, except for cash, bank notes, securities, savings books, documents, jewelry and merchandise;
- articles and vehicles belonging to private individuals who have participated actively in the rescue and transport of the injured person.

In the event of irreparable damage, the cost of replacement at the new value shall be met up to the limit mentioned above.

Medically certified taxi transport following an insured accident is covered up to a maximum of 250 Swiss francs per day for up to 30 days per accident for staff members unable to use their own vehicle but who still go to work on the premises of the policyholder. Any travel to conferences and other seminars is not covered.

CP.8 Repatriation costs

As a complement to Article 13 of the CGA, the Company shall reimburse the costs specified below arising in connection with the transportation abroad of an insured person (repatriation costs):

- for the direct return journey of an insured person who suffers a medically certified accident or a medically certified occupational disease, up to a maximum of 30 000 Swiss francs;
- expenses invoiced by authorities or third parties arising in direct connection with the settlement of formalities for the repatriation of the injured or sick person, up to a maximum, however, of 10 per cent of the insured amount and with an upper limit of 3 000 Swiss francs.

SPECIAL CONDITIONS (CP)

**NON-WORK-RELATED ACCIDENT INSURANCE
FOR STAFF MEMBERS AND PENSIONERS**

CP.1 Persons insured

The persons insured are the staff members and pensioners of WIPO or of the International Union for the Protection of New Varieties of Plants (UPOV) who apply for membership and who are included in the final list drawn up by the policyholder at the end of the financial year.

CP.2 Insured accidents

Article 5 of the CGA is hereby repealed and is replaced by the following text: an accident means any sudden and involuntary bodily harm inflicted on the human body by an abnormal external cause that compromises physical, mental or psychological health or leads to death.

As a complement to Article 5 of the CGA, the following is agreed:

Staff members

Cover under the contract extends to non-work-related accidents suffered by staff, excluding those suffered in the course of any activity connected with the insured company, including those that occur on the way to or from lunch in the cafeterias of other international organizations or in restaurants usually frequented by staff.

Pensioners

Cover under the contract extends to all accidents suffered by pensioners, excluding those occurring in the course of gainful activity.

CP.3 Non-insured accidents

As a complement to Article 6 of the CGA, the following exclusions also apply:

- participation in motor vehicle and motor-boat racing, as well as trials on the racetrack;
- the deliberate absorption or injection into the body of medicines, drugs or chemicals not necessitated by an insured accident.

CP.4 Insurance benefits

Insured persons	Death/disability Benefit per multiple of	Treatment costs
Staff members	50 000 Swiss francs* *or a multiple, but not exceeding 1 000 000 Swiss francs, according to the choice of the insured person.	Full cover
Pensioners	50 000 or 100 000 Swiss francs	Full cover

Insurance for treatment costs is optional.

CP.5 Funeral costs

If the accident leads to the death of the insured person, the Company shall pay the cost of the funeral up to a maximum of 2 000 Swiss francs and will transfer this sum to the person who can prove that he paid these expenses.

CP.6 Beneficiaries in the event of death

In partial derogation of Article 17 of the CGA, the following text applies:

- insured persons may designate one or more beneficiaries in a written declaration sent during their lifetime either to the Company or to WIPO. The Company shall pay the benefit due in the event of death to the beneficiary or beneficiaries or, if they are minors or legally incompetent, to their legal representatives. In the absence of a declaration of beneficiaries, the Company shall pay the benefit due to the persons designated below, with the survivors in each category excluding those in the subsequent categories:

- the insured person's spouse;
- the insured person's children and adopted children, in equal shares;
- the insured person's parents, in equal shares;
- the insured person's brothers and sisters, in equal shares;
- the insured person's grandparents, in equal shares.

In the absence of a declaration of beneficiaries and survivors in the categories of person mentioned above, the Company shall pay the capital due to the insured person's estate.

CP.7 Disability benefit

Pursuant to Article 16 of the CGA, the Company shall pay the benefit or annuity due, in the event of disability, to the insured person or, if he is legally incompetent, to his legal representatives.

Payment is calculated in accordance with Article 16 of the CGA or, according to the system of economic disability set out below if this is more favorable to the insured person excluding pensioners:

- a person is considered disabled if his earning capacity person is likely to suffer permanent or long-term harm. To assess the disability, the earnings which the insured person who has become disabled following an accident could obtain by pursuing the activity that may reasonably be expected of him, after possible rehabilitation measures have been carried out and taking into account a balanced situation on the labor market, shall be compared with the earnings he could have obtained if he were not disabled;
- where the insured person's work capacity is already considerably reduced on a long-term basis prior to the accident, the earnings on which the assessment of the degree of disability will be based are those which the insured person could have obtained taking into account his work capacity prior to the accident.

CP.8 Disability due to the loss of paired organs

Paired organs mean the eyes, ears and kidneys.

In the event of loss of one paired organ following an accident covered by the insurance, the degree of disability should be determined without taking into account the risk of losing the other organ. Where the loss of the first or second paired organ only is covered by this contract, the degree of disability in the event of loss of the second organ is determined according to the overall damage; the Company is required to pay the benefits for that damage. Benefits due under accident insurance, medical insurance or to be paid by a third party liable for the non-insured loss of a paired organ, shall be accounted against the benefit.

CP.9 Payment of an annuity

In partial derogation of Article 16 of the CGA, the annual annuity for 1 000 Swiss francs of benefit is:

Age	Francs	Age	Francs	Age	Francs	Age	Francs
65	93	68	105	71	120	74	139
66	97	69	110	72	126	75	146
67	101	70	115	73	132	Above	180

CP.10 Benefits for aesthetic injury

If the accident leads to a serious and permanent disfigurement of the body (aesthetic injury, e.g. scars) which gives no entitlement to a disability benefit, the Company shall pay a benefit equal to:

- 10 per cent of the insurance sum agreed in the case of total disability, if such mutilation involves serious disfigurement of the face, and/or;
- 5 per cent of the insurance sum agreed in the case of total disability, if the serious mutilation affects other parts of the body that are normally visible.

Benefits for aesthetic injury may in no case exceed 20 000 Swiss francs.

CP.11 Treatment costs

If treatment costs are insured, the Company shall pay, in partial derogation of Article 10 of the CGA, all fees for treatment in a private room for any measures prescribed by a physician that are scientifically recognized and medically necessary.

Other costs

The Company shall also pay, following an accident giving entitlement to insurance benefits, up to 2 000 Swiss francs towards the costs incurred for cleaning, repair or replacement of:

- damaged clothing and articles carried by the insured victim, except for cash, bank notes, securities, savings books, documents, jewelry and merchandise;
- articles and vehicles belonging to private individuals who have participated actively in the rescue and transport of the injured person.

In the event of irreparable damage, the cost of replacement at the new value shall be met up to the limit mentioned above.

CP.12 Premiums

Category of insured persons	Death/disability benefit (Swiss francs)	Premium per person Death/disability (Swiss francs)	Premium per person Treatment costs (Swiss francs)
Staff members	Per multiple of 50 000* *not exceeding 1 000 000		
Pensioners	50 000		
Pensioners	100 000		

The premiums shown in the table above are calculated per person. They are valid from the date of membership up to December 31 of the current insurance year (monthly pro rata temporis calculation of premiums). If retirement is taken during the year, the premium is adjusted to the new conditions/benefits.

The selected benefit applies for the whole insurance year and cannot be modified during that year except in the case of retirement.

SPECIAL CONDITIONS (CP)

ACCIDENT INSURANCE FOR THE SPOUSES AND DEPENDENT CHILDREN OF STAFF MEMBERS AND PENSIONERS

CP.1 Persons insured

The spouses and dependent children of staff members and pensioners of WIPO and of the International Union for the Protection of New Varieties of Plants (UPOV) for whom the staff in question have made applications for that purpose.

Children over 21 years of age and up to a maximum of 30 years of age may be or remain covered by this policy, on condition that the staff concerned provide proof of their dependent status.

CP.2 Insured accidents

In partial derogation of Article 5 of the CGA, the following text applies:

An accident means any sudden and involuntary harm inflicted on the human body by an abnormal external cause that compromises physical, mental or psychological health or leads to death.

The cover extends to all accidents suffered by the spouses and children of staff members, excluding those occurring in the course of gainful activity, without prejudice to Article 13(2) of this policy.

Furthermore, Article 5 of the CGA applies.

CP.3 Non-insured accidents

As a complement to Article 6 of the CGA, the following exclusions also apply:

- participation in motor vehicle and motor-boat racing, as well as trials on the racetrack;

- following the deliberate absorption or injection into the body of medicines, drugs or chemicals not necessitated by an insured accident.

CP.4 Insurance benefits

Insured persons	Death, benefit (Swiss francs)	Disability, benefit (Swiss francs)	Full cover for treatment costs
Spouses	Per multiple of 100 000* *but not exceeding 500 000	Per multiple of 100 000* *but not exceeding 500 000	Yes
Children under 21	20 000	100 000	Yes
Children between 21 and 30 (not engaged in any professional activity)	50 000	100 000	Yes

The maximum value that can be insured in the event of death or disability is 100 000 Swiss francs for spouses of pensioners.

CP.5 Beneficiaries in the event of death

Article 17 of the CGA is replaced by the following text: insured persons may designate one or more beneficiaries in a written declaration sent during their lifetime either to the Company or to WIPO. The Company shall pay the capital sum due in the event of death to the beneficiary or beneficiaries or, if they are minors or legally incompetent, to their legal representatives. In the absence of a declaration of beneficiaries, the Company will pay the benefit due to the persons designated below, with survivors in each category excluding those of the subsequent categories:

- the insured person's spouse;
- the insured person's children and adopted children, in equal shares;
- the insured person's parents, in equal shares;
- the insured person's brothers and sisters, in equal shares;
- the insured person's grandparents, in equal shares.

In the absence of a declaration of beneficiaries and survivors in the categories of persons mentioned above, the Company shall pay the capital due to the insured person's estate.

CP.6 Death of both parents

If the insured person and his or her spouse both die as a result of the same event either immediately or within five years of the day on which it occurred, the Company shall pay once again, over and above the insurance benefit, the amount of the benefit agreed in the event of death, but only to natural and adopted children under paternal authority and to adopted children who have reached the age of 18 but are in material need or are dependent on their parents.

CP.7 Funeral costs

If the accident leads to the death of the insured person, the Company shall meet the cost of the funeral up to a maximum of 2 000 Swiss francs and will transfer this sum to the person who can prove that he paid these expenses.

CP.8 Signature of the insured person

Pursuant to Article 74 of the Law on Insurance Contracts (LCA), the insured person must give consent in writing when taking out an insurance policy covering the risk of death.

CP.9 Disability benefit

Pursuant to Article 16 of the CGA, the Company shall pay the benefit or annuity due in the event of disability to the insured person or, if he is legally incompetent, to his legal representatives.

Article 87 of the LCA must also be observed (beneficiary's direct entitlement).

The benefit is calculated according to Article 16 of the CGA.

CP.10 Disability due to the loss of paired organs

Paired organs mean the eyes, ears and kidneys.

In the event of loss of one paired organ following an accident covered by the insurance, the degree of disability should be determined without taking into account the risk of losing the other organ. Where the loss of the first or second paired organ only is covered by this contract, the degree of disability in the event of loss of the second organ is determined according to the overall damage; the Company is required to pay benefits for that damage. Benefits due under accident insurance, medical insurance or to be paid by a third party liable for the non-insured loss of a paired organ, will be accounted against the benefit.

CP.11 Payment of an annuity

In partial derogation of Article 16 of the CGA, the annual annuity for 1 000 Swiss francs of benefit is:

Age	Francs
65	93
66	97
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Age	Francs
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Age	Francs
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Above	180

CP.12 Benefits for aesthetic injury

If the accident leads to a serious and permanent disfigurement of the body (aesthetic injury, e.g. scars) which gives no entitlement to a disability benefit, the Company shall pay a benefit equal to:

- 10 per cent of the insurance sum agreed in the case of total disability, if such mutilation involves serious disfigurement of the face, and/or;
- 5 per cent of the insurance sum agreed in the case of total disability, if the serious mutilation affects other parts of the body that are normally visible.

Benefits for aesthetic injury may in no case exceed 20 000 Swiss francs.

CP.13 Treatment costs

If treatment costs are fully insured, the Company shall pay, in partial derogation of Article 10 of the CGA, all fees for treatment in a private room for any measures prescribed by a physician that are scientifically recognized and medically necessary.

In the event of an accident occurring in the performance of or during gainful activity, insurance covering treatment costs begins to operate only after the benefits of the insurance covering that risk contracted by the insured person himself or by his employer have been exhausted.

Other costs

The Company shall also pay, following an accident giving entitlement to insurance benefits, up to 2 000 Swiss francs towards the costs incurred for cleaning, repair or replacement of:

- damaged clothing and articles carried by the insured victim, except for cash, bank notes, securities, savings books, documents, jewelry and merchandise;
- articles and vehicles belonging to private individuals who have participated actively in the rescue and transport of the injured person.

In the event of irreparable damage, the cost of replacement at the new value shall be met up to the limit mentioned above.

CP.14 Premiums

ACCIDENT INSURANCE

Category of insured persons	Premium per person Death/disability Swiss francs)	Premium per person Treatment costs (Swiss francs)
Spouses	* *per multiple of 100 000, not exceeding 500 000	
Children under 21		
Children between 21 and 30		

The premiums shown in the table above are calculated per person. They are valid from the date of membership up to December 31 of the current insurance year (monthly pro rata temporis calculation of premiums). Where a dependent child reaches the age of 21 during the course of the year, the premium will be adjusted to the new conditions/benefits.