

## Annex 7.E Rules governing compensation to staff members in the event of death, injury or illness attributable to the performance of official duties on behalf of the World Health Organization

28 March 2024<sup>1</sup>

### SECTION I – GENERAL PROVISIONS

#### Article 1: Scope of Application

- 1.1 These rules shall apply to all staff members holding:
- i. continuing appointments;
  - ii. fixed-term appointments;
  - iii. temporary appointments under Staff Rule 420.4;
  - iv. any other kind of appointment, if at the time of death, injury or illness, the staff member has served the Organization during at least 12 of the preceding 24 months.
- 1.2 These rules shall also apply:
- i. to all other staff members not covered under Article 1.1, including staff members holding a temporary appointment of less than 12 months duration, subject to the limitations laid down herein or as decided by the Director-General from time to time and
  - ii. UN staff members on loan to the Organization on the basis of the Inter-Organization Agreement, concerning Transfer, Secondment or Loan of staff among Organizations applying the United Nations Common System of Salaries and Allowances to the extent provided in the signed agreement.

#### Article 2: Definitions

2.1 For the purposes of these rules:

“Accident”: a sudden forceful, external and visible event resulting in injury or death.

“Claimant”: a staff member or in the case of the staff member’s death his/her recognized beneficiaries under these rules.

“Commute”: travel at the beginning or end of the working day by reasonable means of transportation, including walking, and on a direct route between the staff member’s residence and his/her place of work for the purposes of performing official duties. A direct route is deemed to commence upon departure from, or be terminated on arrival at, the property line of the staff member’s place of residence or the Organization’s premises, without interruption or deviation from such route.

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<sup>1</sup> Paragraph 9.4 revised to accurately reflect terminology contained in the applicable WHO policies.

“Dependants”: shall have the meaning assigned thereto under Staff Rule 310.5. Compensation payable on behalf of or to a dependent child or a dependent sibling ceases at the date the child or sibling reaches the age of 18, or 21 if in attendance at a school or university or its equivalent full time. This restriction does not apply where and as long as the child or sibling has a disability that is permanent or for a period that is expected to be long-term that prevents gainful employment.

“Last pensionable remuneration”: shall be the pensionable remuneration at the time of (i) the incident in case of permanent disfigurement or permanent loss of function (ii) the separation from service in case of total disability or the date of death as the case may be.

“Pensionable remuneration”: shall have the meaning assigned thereto under Staff Rule 310.3; provided, however, that where the staff member claiming under these rules was not a participant in the United Nations Joint Staff Pension Fund at the date of death, injury or illness, “pensionable remuneration” shall in this case mean that remuneration which, had the staff member been a participant, would have been considered as the pensionable remuneration at that date.

“physician”: a health care provider who holds a degree from a medical school of university level recognized by the government of the country in which the physician is licensed to practice medicine, and who is licensed and authorized by the health authorities of his/her country of practice.

“Service-incurred death, injury or illness” (collectively or individually, “service-incurred condition”): a death, injury or illness (based on International Classification of Diseases (ICD) code) where the death, injury or illness is recognized by the Organization as being directly attributable to the performance of official duties on behalf of the Organization under the terms and conditions set out in these rules.

## SECTION II – PRINCIPLES

### Article 3: Principles for the award of compensation under these rules

#### *General principles*

- 3.1 In the event of illness or injury attributable to the performance of official duties on behalf of the Organization a staff member shall be entitled to compensation as prescribed under these rules. In the event of the staff member’s death attributable to the performance of official duties on behalf of the Organization his/her recognized surviving dependants shall be entitled to compensation as prescribed under these rules.

- 32 Without restricting the generality of Article 3.1, and subject to Article 3.3 below, the following shall be deemed to be attributable to the performance of official duties on behalf of the Organization:
- i. death or injury resulting directly from an accident where such accident occurs in the performance of the staff member's official duties, including at the staff member's normal place of work or during the staff member's commute as defined under these rules;
  - ii. death or injury resulting directly from the staff member's travel by means of transport provided by or at the expense of the Organization, or in pursuance of arrangements with the Organization, other than travel by private motor vehicle which is authorized solely on the request and for the convenience of the staff member or is not authorized;
  - iii. death, injury or illness resulting directly from particular hazards to the health or safety to which the staff member was exposed solely as a result of the assignment by the Organization or while on official travel to an area in which these hazards existed.
- 33 A claimant must provide evidence to fully support that the death, injury or illness was directly attributable to the performance of the staff member's official duties on behalf of the Organization.

### ***Exclusions***

- 34 Notwithstanding the general principles under Articles 3.1, 3.2 and 3.3 above, compensation shall not normally be payable under these rules in respect of death, injury or illness resulting from serious misconduct, recklessness, non-compliance with security requirements or medical prophylaxis where prescribed, on the part of the staff member concerned. The Director-General may, if deemed it appropriate, waive this disqualification in individual cases of severe disablement or death.
- 35 Death, injury or illness will not be considered service-incurred solely because the death or injury occurred, or the illness was contracted, while the staff member was on official travel for the Organization. In all cases, the death, injury or illness must be directly attributable to the performance of official duties on behalf of the Organization for it to be considered service-incurred.
- 36 Death, injury or illness that occurs while the staff member has left the Organization's premises to eat elsewhere, when eating facilities are available at WHO premises, will not normally be considered service-incurred, unless the meal was part of an activity attended by the staff member for official purposes. This principle applies also to staff members while on official travel who choose to leave the meeting facility or hotel premises to eat elsewhere.
- 37 Death or injury that occurs, or illness that is contracted, during a WHO supported sporting or recreational event, or if the staff member is using the on-site gym or recreational facilities will not be considered service-incurred.

***Medical examination***

- 3.8 The Director-General may require a staff member claiming or in receipt of payment under these rules to undergo a medical examination by a physician designated by the Medical Adviser. If the person concerned refuses or fails without valid reason, to undergo such examination, further payment may be denied in full or in part.
- 3.9 No amount shall be payable in respect of death, injury or illness occurring after a staff member has left the service of the Organization and alleged to be within the scope of these rules if the staff member has refused, or failed without valid reason, to undergo the examination provided for under Staff Rule 1085 (Medical examination on separation).

***Deductions***

- 3.10 Without prejudice to the responsibility of the Organization under Staff Rule 730 and these rules the following shall be deducted from the payments prescribed herein:

***Medical expenses***

- i. any amount actually paid in respect of the service-incurred condition under the Staff Health Insurance Rules.

***Disability or death***

- ii. the periodic benefits that are payable to the staff member or dependants under the Regulations of the United Nations Joint Staff Pension Fund, including such amounts as would have been payable periodically if the staff member had not opted for a lump-sum benefit or a withdrawal settlement; provided that the deductions made under this subparagraph shall not have the effect of reducing the amount otherwise payable to less than 10% thereof, and as long as the amount of pension benefit together with the payments under these rules does not exceed 75% of the staff member's last pensionable remuneration.
- iii. any amount actually paid in respect of the service-incurred condition under the regulations of any other social security or social insurance scheme to which contributions are paid by the Organization.
- iv. any amount actually paid in respect of the service-incurred condition under the regulations of a national or occupational scheme even if contributions to such scheme are not paid by the Organization.
- v. in the case of a partial disability, any income received for the relevant period.
- 3.11 In application of Article 3.10.iii above, benefits due from the WHO Group Personal Accident and Illness Insurance and the Malicious Acts Insurance Policy in case of death, permanent total disability, permanent partial disability and Post-Traumatic Stress Disorder are credited to the Special Fund for Compensation (as referred to in WHO eManual Section III.7.3 paragraph 360) in lieu of deduction.

- 3.12 In case of a service-incurred death, permanent total disability or permanent partial disability, the Secretary, Advisory Committee on Compensation Claims may, if the staff member or his/her beneficiaries agree, commute all or part of an annual death or disability payment to a lump-sum payment equivalent to those benefits due from the WHO Group Personal Accident and Illness Insurance and the Malicious Acts Insurance Policy.

#### *Assignment*

- 3.13 A person who is entitled to compensation under these rules may not assign this entitlement.

### **SECTION III – COMPENSATION**

#### **Article 4: Expenses and sick leave entitlements**

##### *Expenses*

- 4.1 A staff member who suffers a service-incurred condition shall, subject to Article 3.10. i. (deductions of amounts actually paid under the SHI rules), be entitled to the full reimbursement of medical or travel expenses incurred, provided that:
- i. the medical, surgical, pharmaceutical, hospitalization and convalescence expenses are reasonable (on the basis of the usual charge in the locality for similar services) and arise directly from the service-incurred condition; and
  - ii. any travel expenses were necessarily incurred in obtaining proper treatment and prior approval for the travel has been granted.
- 4.2 The reimbursement of expenses under Article 4.1.i must meet all requirements for consideration and submission of claims under the Staff Health Insurance (SHI) Rules, and shall be subject to the general terms, conditions, limitations and ceilings of such rules. Reimbursement of amounts in excess of ceilings under the SHI Rules, or where the expenses are not covered by the SHI Rules, requires referral to the Advisory Committee on Compensation Claims in accordance with these rules.
- 4.3 Claimants must provide proof that the expenses submitted for reimbursement correspond solely to treatment received for the service-incurred condition.

##### *Sick leave entitlements*

- 4.4 A staff member who is unable to perform his duties because of a service-incurred condition shall be granted sick leave, or, as the case may be, sick leave under insurance cover, within the limits set out in Staff Rules 740.1 and 750.1.

- 4.5 During any such sick leave or sick leave under insurance cover, the staff member shall continue to receive full remuneration and service credits shall continue to accrue in the same way as they would under sick leave under the provisions of Staff Rule 740, including for the purpose of any within-grade increase.
- 4.6 Without prejudice to any other grounds for separation set out in the Staff Rules, a staff member who has a service-incurred condition and who has exhausted the entitlements set out in Article 4.4 may be terminated for reasons of health under Staff Rule 1030. Prior to such termination the conditions set out in Staff Rule 1030.2 must be fulfilled.

## **Article 5: Disability payments**

### ***Permanent disfigurement or loss of function***

- 5.1 In the case of a service-incurred injury or illness resulting in permanent disfigurement or loss of function (assessed on the basis of medical evidence and in relation to loss of enjoyment of life), a lump sum shall be paid to the staff member in the amount obtained by multiplying three times the staff member's pensionable remuneration at the time of the accident, or diagnosis in the case of illness, by the percentage of degree of loss of function attributable to such service-incurred injury or illness pursuant to guidelines approved by the Medical Adviser for such determination. The assessment of whether a staff member's service-incurred condition has resulted in permanent disfigurement or loss of function must be made and reported by the Medical Adviser not later than 36 months from the date of the accident or the diagnosis of the illness.
- 5.2 Regardless of duty station, the staff member's pensionable remuneration utilized in the immediately preceding calculation shall not exceed the pensionable remuneration of a P4, Step VI, and shall not be less than the pensionable remuneration of a G2, Step I at headquarters applicable at the time of the accident or diagnosis of the illness.

### ***Disability payment for total or partial incapacity***

- 5.3 In the case of total or partial incapacity for further work reasonably compatible with the staff member's abilities which is likely to be long-lasting or permanent ("total incapacity" or, as the case may be, "partial incapacity"), he/she shall receive, upon the exhaustion of any entitlement to sick leave in accordance with Article 4.4 above and upon the cessation of salary and allowances payable under the applicable Staff Regulations and Rules, an annual disability payment. Such payment shall be made at monthly intervals for the duration of the disability, or until the staff member's mandatory retirement age, whichever is the earliest.
- 5.4 The determination of any incapacity shall take into account the determination made by the United Nations Joint Staff Pension Fund (UNJSPF) for the purpose of disability benefits under its regulations and rules, and any subsequent review by the UNJSPF. If there is no such determination by the UNJSPF or when the incapacity is deemed to be permanent under the UNJSPF regulations and rules and thus no longer subject to review, the determination of any incapacity, and the degree thereof, shall be made by the Secretary, Advisory Committee on Compensation Claims, on the advice of the Medical Adviser.

***Total incapacity***

- 55 In the case of total incapacity, the annual disability payment shall be equivalent to 66.66% of the staff member's last pensionable remuneration, or if the staff member has one or more dependent child(ren), 75% of the last pensionable remuneration.
- 56 Where the staff member has one or more dependent child(ren), the amount payable shall revert to 66.66% of the last pensionable remuneration when the last dependent child reaches 18 or 21 if in attendance at a school or university or its equivalent full time.
- 57 In case of total incapacity necessitating the attendance of another person, the Director-General may grant additional payment not exceeding the reasonable costs of such attendance.

***Partial incapacity***

- 58 In the case of partial incapacity the disability payment to the staff member shall be such portion of the payment provided under Article 5.5 above as corresponds to the degree of incapacity.
- 59 Where, as a result of a continuing partial incapacity a staff member who returns to duty in the Organization, or in the United Nations or in a specialized agency, is unable to resume service in the post which was held prior to disablement or in a post equivalent thereof, the staff member is entitled, in addition to the new salary, to a pensionable amount equal to two-thirds of the difference between the salary received before the service-incurred condition and the salary at which the staff member is reassigned.

**Article 6: Payments on the service-incurred death of a staff member*****Medical expenses***

- 6.1 If a staff member dies as a result of a service-incurred condition the Organization shall, without prejudice to the provisions of Staff Rule 870.1 pay:
- i. all reasonable medical, surgical, pharmaceutical, hospitalization and related costs which are directly related to the service-incurred condition; and
  - ii. reasonable funeral costs (up to a maximum of three times the monthly G2, Step I pensionable remuneration applicable at the time of death for the country where the funeral takes place).

***Payments to a surviving spouse***

- 6.2 A surviving spouse shall receive an annual amount (payable at monthly intervals) equal to 50% of the staff member's last pensionable remuneration. In the event of multiple spouses as recognized by the Organization, such payment shall be divided equally among the spouses. Upon the death of a surviving spouse, his or her share shall be divided equally among any remaining spouses.

***Payments to surviving dependent child(ren)***

- 6.3 Each dependent child shall receive an annual amount (payable at monthly intervals and in accordance with Article 6.7 below) equal to 12.5% of the staff member's last pensionable remuneration. Where there are two or more dependent children, the total payable under this provision, shall not exceed the maximum set out in Article 6.8 below, and shall be divided equally among such dependent children.
- 6.4 If there is no surviving spouse, then in lieu of the payment provided under Article 6.2 above, a dependent child shall receive an annual amount (payable at monthly intervals and in accordance with Article 6.7 below) equal to the amount provided under Article 6.2 for one dependent child, plus an annual amount (payable at monthly intervals and in accordance with Article 6.7) equal to the amount provided under Article 6.3 above for all additional dependent children. Such payment shall be divided equally among such dependent children.

***Payments to a secondary dependant***

- 6.5 If there is neither a surviving spouse nor a dependent child and there is either a father, mother, brother or sister recognized by the Organization as a dependant, then the following shall be payable:
- i. to a dependent parent, an annual amount (payable at monthly intervals) equal to 50% of the staff members' last pensionable remuneration; or
  - ii. to a dependent sibling, an annual amount (payable at monthly intervals and in accordance with Article 6.7 below) equal to 12.5% of the staff member's last pensionable remuneration.

***Death of a former staff member in receipt of a disability payment***

- 6.6 The provisions under this Article shall apply in the event of death of a former staff member in receipt of a disability payment if the death was the result of a recognized service-incurred condition under these rules and if the persons entitled to benefit under this Article would have been so entitled at the time the disability payment became payable.

***Payments to minors***

- 6.7 Any payment made under this Article to a minor shall be made to the minor's parent or legal guardian. All such payments must be used in its entirety for the sole benefit of the minor.

***Maximum payments***

- 6.8 In the event of a service-incurred death of a staff member, the Organization shall pay the amounts provided in this Article to the surviving spouse or other eligible dependant(s); provided that the total annual amount payable shall not exceed 75% of the last pensionable remuneration of the deceased staff member.

## SECTION IV – PROCEDURES AND ADMINISTRATION

### Article 7: Roles and Responsibilities

#### *Advisory Committee on Compensation Claims*

7.1 The Advisory Committee on Compensation Claims (ACCC) makes recommendations concerning claims for service-incurred illness, injury or death for decision by the Director-General, unless the claim falls within the authority of the Secretary, ACCC.

#### *Working methods of the ACCC*

7.2 The ACCC may decide on such working methods and administrative matters as it may consider necessary for the purpose of discharging its responsibilities under these rules.

#### *Composition of the ACCC*

7.3 The ACCC shall consist of 5 members as follows:

- a senior official from the General Management Cluster designated by the Director-General who shall act as Chair;
- a senior medical officer designated by the Director-General;
- a legal officer from the Office of Legal Counsel;
- an officer from the Department of Human Resources Management;
- a member designated by the Headquarters Staff Committee.

7.4 Each member shall have a designated alternate who may act in his/her place. In case a member is unable to attend a meeting of the ACCC, that member's designated alternate shall be requested to attend.

7.5 Members and alternates serve for a term of three years, which may be renewed.

7.6 Members are required to disclose any conflict of interest that may affect or may reasonably be perceived to affect their objectivity and independence. A member who has a conflict of interest shall be replaced by his/her alternate.

7.7 Three members constitute a quorum for the conduct of business, including making recommendations and taking decisions. The ACCC's recommendations are reported by its Chair, on behalf of the ACCC, to the Director-General.

7.8 The ACCC shall be advised by the Director, Staff Health and Wellbeing ("the Medical Adviser") and, as needed, the Comptroller. The ACCC may consult as necessary with other experts in the disposition of a claim.

***Secretary, ACCC***

- 7.9 The Coordinator, Insurance and Pension Services or his/her designee shall act as Secretary of the ACCC. The Secretary is, subject to Article 7.1 above, responsible for:
- i. preparing claims submitted under these rules for consideration by the ACCC;
  - ii. making decisions on cases under these rules; and
  - iii. making all payments for conditions recognized as service-incurred.

***Medical Adviser, ACCC***

- 7.10 The Medical Adviser shall advise the ACCC or the Secretary, ACCC as applicable. Such advice may include:
- i. whether treatment or services are directly related to a service-incurred injury or illness;
  - ii. whether services are necessary for the treatment of such injury or illness;
  - iii. whether absence from work is directly related to a service-incurred injury or illness;
  - iv. whether a claimant has reached maximum medical improvement (in order to assess a permanent disfigurement or loss of function);
  - v. on the degree of permanent disfigurement or loss of function;
  - vi. on the degree of partial incapacity, where applicable.

**Article 8: Claims Procedures*****Submission of claim for recognition of a service-incurred condition***

- 8.1 A claim for recognition of a service-incurred condition must be submitted to the Secretary, ACCC within six (6) months of the date of the death or injury or the diagnosis of an illness. The claimant must submit his/her claims using the applicable form duly completed and signed and provide at the time of submission of a claim sufficient documentary evidence to support the claim, including:

For all claims:

- i. a description of the circumstances leading to the death, injury or illness;
- ii. a description of the injury or illness;
- iii. a diagnosis (with ICD code and including the date thereof); and prognosis (both of which must be provided in writing by the treating physician);
- iv. the results of all relevant medical tests.

In addition,

- v. for commuting accidents: a map showing the place of the accident in relation to the staff member's residence and the WHO office;
- vi. a police report and/or a WHO/UNDSS Security Report where available;
- vii. for claims involving death: the staff member's death certificate stating the cause of death.

- 82 Subject to Article 8.7 below, if the diagnosis of an illness is made more than 6 months after its manifestation, the claim will be considered time-barred.
- 83 The Secretary may request additional supporting documentation. A claimant shall have sixty (60) calendar days to provide the requested supporting documents in full. If the requested documents are not provided within the applicable time limit, the Secretary may proceed to submit the claim to the ACCC for its consideration.
- 84 All required forms and supporting documentation may be submitted electronically or through a national mail service provider, an international courier service or by other means and are deemed received only upon actual receipt. All costs incurred are borne by the claimant.

***Submission of claim for permanent disfigurement or loss of function***

- 85 A claim for permanent disfigurement or loss of function arising from a recognized service-incurred condition which was not made as part of the initial claim for recognition of service-incurred condition will only be considered if made within 24 months of the date of the accident or the diagnosis of the illness.

***Submission of claim for a disability payment***

- 86 A claim for total or partial incapacity from work arising from a recognized service-incurred condition which was not made as part of the initial claim for recognition of service-incurred condition will only be considered if made within 24 months of the date of the accident or the diagnosis of the illness.

***Exceptional extension of time-limit***

- 87 Where the Director-General is satisfied that a claim has been made at a later date for valid reasons it may be accepted for consideration. In such cases, the Director-General shall be advised by the ACCC.

**Article 9: Decisions on claims**

***Recognition of service-incurred condition***

- 9.1 The Secretary, ACCC shall decide whether the claim will need to be submitted to the ACCC or considered as claims falling within his/her delegated authority. Notwithstanding, the Secretary may submit any claim to the ACCC for its recommendation and decision by the Director-General.

***Claims falling within the authority of the Secretary, ACCC***

- 92 Subject to Article 9.1 above, the Secretary, ACCC may decide on the following claims:

***Claims for recognition of a service-incurred condition***

- 921 The Secretary, ACCC may decide on claims for recognition of a service-incurred

condition where the claim:

- i. does not involve a new principle and the death, injury or illness is clearly attributable to the performance of the staff member's official duties in accordance with these rules; and
- ii. involves reasonable medical or related expenses not expected to exceed US\$ 20,000 per claim, and
- iii. for which the Medical Adviser has confirmed that the likelihood is that there will not be any permanent disfigurement or loss of function.

#### ***Claims for permanent disfigurement or loss of function***

- 922 The Secretary, ACCC may decide on a claim for permanent disfigurement or loss of function where a claim has already been examined by the ACCC and recognized as service-incurred by the Director General, and the Secretary, ACCC has sought the advice of the Medical Adviser.

#### ***Claims for disability payment***

- 923 The Secretary, ACCC may decide on any claims involving total or partial incapacity from work in accordance with Articles 5.3 and 5.4 above when a determination has been made on a disability pension by the UNJSPF. In the absence of a determination by the UNJSPF, the determination of any incapacity shall be made by the Secretary, ACCC on the recommendation of the Medical Adviser.

#### ***Review of Secretary, ACCC's decision***

- 93 A claimant who wishes to challenge a decision of the Secretary, ACCC pursuant to Articles 9.2.1, 9.2.2 or 9.2.3 must request a review within thirty (30) calendar days of receipt of the Secretary, ACCC's notification. The request for review should be made to the Secretary, ACCC who shall submit the claim to the ACCC for recommendation to the Director-General. The Director-General shall either confirm or revise the decision of the Secretary, ACCC, and the Director-General's decision shall be the only decision appealable.

#### ***Claims based in whole or in part on alleged sexual misconduct or abusive conduct***

- 94 The ACCC shall not consider any claim for recognition of a service-incurred injury or illness caused by alleged sexual misconduct or abusive conduct as these terms are defined by the Organization<sup>2</sup> unless any such allegation has been the subject of an IOS investigation. It is important, nevertheless, to ensure that the ACCC deadline to file a claim is adhered to regardless of the status of any IOS investigation. Upon receipt of a claim to the ACCC within the prescribed timelines, the ACCC will defer the consideration of the claim until an investigation has been completed and the ACCC has been provided with a copy of the investigation report. The IOS investigation report will be used by the ACCC to assist it in determining the facts of the claim. Nonetheless, a finding that certain conduct did or did not constitute sexual misconduct or abusive conduct, as defined by the Organization, will not necessarily be determinative of a staff member's claim.

<sup>2</sup> The term "sexual misconduct" is defined in the Policy on Preventing and Addressing Sexual Misconduct, effective 8 March 2023 and the term "abusive conduct" is defined in the Policy on Preventing and Addressing Abusive Conduct, effective 20 June 2023.

## **Article 10: Review of Director-General’s decision on the medical aspects of the claim**

- 10.1 In accordance with Articles 10.2 and 10.3 below, an external medical expert may be appointed by the Director-General, at his or her initiative, or at the request of a claimant.

### ***External medical expert appointed by Director-General***

- 10.2 If on the advice of the ACCC the Director-General considers that there is a conflict of opinion on the medical aspects of the relationship between a death, injury or illness and the performance of official duties on behalf of the Organization (“a Medical Dispute”), an external medical expert may be appointed in accordance with Article 10.4 below. The external medical expert shall report to the ACCC which, taking into account the report, shall advise the Director-General who shall decide on the claim.

### ***External medical expert requested by claimant***

- 10.3 A claimant who wishes to challenge a decision of the Director-General on a claim for compensation under these rules on the grounds of a Medical Dispute where an external medical expert was not appointed under Article 10.2 may ask the Director-General to appoint an external medical expert in accordance with Article 10.4. Such a request must be made in writing within sixty (60) calendar days of the date when the Director-General’s decision was notified to the claimant. In cases when the Director-General decides not to appoint an external medical expert, the time limit to appeal the decision of the Director-General pursuant to Article 10.7 will be automatically suspended from the date of the request until the Director-General’s decision not to appoint. The external medical expert shall report to the ACCC which shall advise the Director-General. The Director-General, taking into account the report of the external medical expert and the ACCC’s advice, shall either confirm his or her decision (“Confirmed Decision”) or revise the decision (“Revised Decision”).

### ***External medical expert***

- 10.4 The external medical expert shall be a physician designated jointly by the Director-General and by the claimant within thirty (30) calendar days of the date when the claimant was notified of the appointment of the medical expert. If the parties do not agree on the designation of a physician within thirty (30) calendar days, the designation shall be made by the relevant competent authority in Geneva or the country of the relevant regional office at the written request of the Medical Adviser, ACCC.

### ***Appealing a decision of the Director-General***

- 10.5 A decision on a claim for compensation under Article 10.2 above may be appealed before the Global Board of Appeal in accordance with Staff Rules 1225.1 and 1230 and in application of paragraph 45 of Section III.12.3 of the WHO eManual within ninety (90) calendar days from the date on which the claimant received notification thereof.
- 10.6 A Confirmed Decision or a Revised Decision on a claim for compensation under Article 10.3 above may be appealed before the Global Board of Appeal in accordance

with Staff Rules 1225.1 and 1230 and in application of paragraph 45 of Section III.12.3 of the WHO eManual within ninety (90) calendar days from the date on which the claimant received notification thereof. A Confirmed Decision or a Revised Decision supersedes any prior decision on the claim and is the only decision appealable.

- 10.7 All other final decisions on claims for compensation under these rules may be appealed before the Global Board of Appeal in accordance with Staff Rules 1225.1 and 1230 and in application of paragraph 45 of Section III.12.3 of the WHO eManual within ninety (90) calendar days from the date on which the claimant received notification thereof.

## **Article 11: Reconsideration and review of payments awarded**

### ***Termination of payment***

- 11.1 The Director-General may, on the recommendation of the ACCC, review, revise or terminate any payments made under these rules if a claimant makes a submission which is fraudulent, contains a material misrepresentation or omits a material fact.

### ***Recovery of overpayments***

- 11.2 If the Organization has paid a claimant in excess of any amount payable under these rules, the Organization will notify the claimant of the amount of overpayment and request reimbursement.
- 11.3 If immediate reimbursement in full is not feasible, any future periodic payments payable to the claimant under these rules shall be reduced by 20% until the overpayment has been reimbursed in full. If immediate reimbursement in full or any lump-sum payment made under these rules is not feasible, the Organization will seek recovery by any means, including but not limited to, the reduction of any future lump-sum payments payable to the claimant under these rules by the entire amount of the overpayment.

## **Article 12: Administrative procedures**

### ***Currency of payments***

- 12.1 Periodic payments due under these rules shall be made in the currency of the country of which the beneficiary is resident, being converted from US dollars at the UN operational rate of exchange applicable at the time of the payment. Without prejudice to Article 11 the amount shall remain constant in real terms, being adjusted periodically by reference to the cost of living in the said country

### ***Cost of living adjustments***

- 12.2 Cost of living adjustments shall be determined by the Director-General on the basis of data, relating to the consumer price index of the country of residence provided by the Secretariat of the United Nations Joint Staff Pension Fund. Beneficiaries in

countries with annual inflation of more than 10% may request the Director-General to make arrangements for more frequent adjustments than those normally made pursuant to this subparagraph.

- 12.3 On receipt of documentary evidence, in accordance with the criteria established by the Director-General, of relocation to a new country of residence, payments made under these rules shall be recalculated in the following manner: the net amount originally awarded, converted into the currency of the new country of residence at the UN operational rate of exchange applicable at the time of the award, and adjusted by reference to the change in the consumer price index for the country from the time of the award to the date of change of residence. Subsequent adjustments shall be made in accordance with Article 12.2 above.
- 12.4 A certificate testifying that the beneficiary is alive is requested each year. When no such certificate is received within the specified deadline, any payment shall be suspended. When a beneficiary cannot be located within five years, any compensation under these rules ceases. Beneficiaries in receipt of a disability payment under Article 5, shall be required to attest to the fact that he/she continues to be incapacitated from working, and in the case of a partial disability, to disclose his/her earnings.

#### *Third party liability claims*

- 12.5 If the Director-General has reason to believe that a third party may be under a legal liability to pay damages for a service-incurred condition, the staff member concerned or his/her surviving dependants may be required to take action to enforce such liability or to assign the right of action to the Organization.
- 12.6 The staff member or surviving dependants shall notify the Organization of any claims against third parties that they have or intend to pursue and shall give the Organization all necessary assistance in pursuing and enforcing any such action. The staff member or the surviving dependants shall not settle any such action or any claim against a third party without the consent of the Director-General.
- 12.7 Insofar as amounts recovered by or on behalf of the staff member or the surviving dependants relate to heads of damage in respect of which compensation is due under these rules these amounts shall be applied in the first instance to reimbursing amounts already paid by the Organization and to reducing the liability of the Organization in respect of future payments.

#### *Interest on payments*

- 12.8 The Organization does not pay any interest on any of the payments due under these rules.

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#### **NOTE:**

This document cancels and supersedes all previous versions. In case of discrepancy between the different language versions, the English language version will prevail.