



# Compensation for Loss of or Damage to Personal Effects

## Summary of Guidance (to be read in conjunction with formal guidance)

1. ST/AI 149 (Rev.4) defines the terms, conditions and limits governing compensation for the loss of or damage to personal effects and sets out the procedure for the submission of claims.

### Coverage

2. Loss of or damage to the personal effects of a staff member is considered to be directly attributable to the performance of official duties when the loss or damage was:
- caused by an incident which occurred while the staff member was performing official duties on behalf of the United Nations; or
  - directly due to the presence of the staff member, in accordance with an assignment by the United Nations, in an area designated by the United Nations Security Coordinator as hazardous, and occurred as a result of the hazards in that area; or
  - caused by an incident which occurred during any travel, by means of transportation furnished by or at the expense or direction of the United Nations, undertaken in connection with the performance of official duties.
3. No compensation shall be paid for any loss or damage which was:
- caused by the negligence or misconduct of the claimant; or
  - sustained by a private vehicle which was being used for official business, including travel in connection with home leave, when such use of a private vehicle was solely at the request of and for the convenience of the staff member.

### Exclusions and limitations

4. The personal effects of a staff member shall be deemed to include the personal effects of their spouse and dependent children residing with the staff member at the time, provided that special circumstances or local conditions had not led to the declaration that the staff member should not be accompanied by dependents.
5. As insurance coverage is to be provided by the United Nations, up to specified limits, in connection with the removal of household goods or an unaccompanied shipment of personal effects for travel on appointment, transfer and repatriation, loss of or damage to such goods or effects in those circumstances will be administered in accordance with the framework for that situation.
6. No compensation is payable for loss of or damage to any articles which cannot be considered to have been reasonably required by the staff member for day-to-day life under the conditions existing at the duty station in question. In addition, no compensation shall be paid for loss of or damage to animals, motorcycles, boats, motors of all types and their appurtenances, jewelry, money (beyond a maximum), negotiable instruments, tickets or documents.

### Claim process

7. In the event of any loss of or damage to personal effects, the staff member should, as soon as possible, notify the appropriate United Nations authorities and other authorities, including the local police, and submit any pertinent evidence. Where items have been lost or damaged, the staff member should take reasonable steps to recover said articles or to receive suitable compensation from any party that might be responsible, or from his or her insurance company. The compensation payable by the United Nations will be reduced by the amount of any such recovery.
8. In order to be receivable by the Claims Board set up for the purpose, claims for compensation shall be made within two months of the discovery of the loss or damage, shall include copies of reports of investigations into the loss or damage and shall be submitted by the claimant to the Secretariat entity's executive officer/ chief administrative officer/ head of mission support for examination and submission to the Claims Board. The submissions by both the claimant and by the executive officer/ chief administrative officer/ head of mission support should be in the form of signed statements as described below.
9. The claimant shall set out in detail, to the extent possible in the circumstance:
- information pertinent to the amount of compensation claimed, including:
    - a description of the article;
    - the age and the condition of the article;
    - the original cost of the article and the date of purchase or acquisition; and
    - the replacement cost of the article and supporting documentation on both price and comparability of the proposed replacement article;
  - the circumstances pertinent to the loss or damage and any reasonable action taken by the claimant to recover losses, including:
    - statements signed by any other person or persons in a position to furnish information relating to the loss or damage, including copies of reports of investigations;
    - personal insurance coverage, if any, and the action taken to claim under that coverage (and the results);
    - in the case of travel by common carrier (air, rail, etc.), a copy of the lost property report and information on any reimbursement claimed from the carrier; and
    - in the case of damage, the cost of repair supported by a copy of the invoice and receipt.

**Compensation limitations**

10. Compensation in respect of the following items shall be subject to the maximum limits indicated:

a. Automobile (and all accessories)	\$15,000
b. Television and/or video cassette recorder	\$1,000
c. Radio, stereo/audio system and speakers	\$1,500
d. Video camera	\$1,500
e. Still camera	\$350
f. Personal computing equipment, including software	\$3,000
g. Watch	\$350
h. Cash	\$400

11. No compensation shall be paid for loss of or damage to more than one of each of the articles mentioned above, for any one incident. Compensation in respect of any other single article, including its accessories, is subject to a maximum limit of \$3,000.

12. Excluding any compensation in respect of an automobile and its accessories, the maximum allowable compensation in respect of any one incident shall be \$12,000 for a staff member without recognized dependents residing with him or her at the duty station, or \$20,000 for a staff member with recognized dependents residing with him or her at the duty station.