



# Organization for Security and Co-operation in Europe

Director for Human Resources  
Vienna, 29 August 2003

## Staff Instruction No. 4/2003

### Subject: Compensation for Loss or Damage to Personal Effects

#### 1. Reference

Staff Regulation 2.06 and Rule 2.06.1

#### 2. Purpose

The purpose of this Staff Instruction is to define the terms, conditions and limits governing compensation for loss or damage to personal effects of OSCE officials determined to be directly attributable to the performance of official duties on behalf of the OSCE as well as to provide the procedure for submission of the relevant compensation claims

#### 3. Applicability

This Staff Instruction applies to all OSCE officials, including the Secretary General, Heads of Institutions and Heads of Missions.

#### 4. Effective Date

This Staff Instruction shall take effect 1<sup>st</sup> November 2003. This Staff Instruction cancels and supersedes Administrative Instruction No. 3/2000 as well as any internal instructions issued by Missions, Institutions and Field Operations.

#### 5. Terms and Conditions

##### 5.1 Definition of personal effects considered for possible compensation:

a) Personal effects are defined as tangible and movable property of a personal character.

b) The personal effects must be the **absolute** property of the OSCE Official or his/her immediate family and be reasonably required and utilised at the duty station for day to day life.

c) Personal effects held by Mission members at their duty station must be listed in the inventory completed upon appointment or through later updating to be considered for compensation (See Inventory Submission Procedure below). Only loss of or damage to items listed in the inventory shall be subject to consideration for compensation. The inventory requirement will not apply to OSCE Officials appointed/assigned in the Secretariat or in Institutions as their personal effects can easily be covered by a private

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household Insurance policy and will therefore be subject to the provisions of paragraph 5.5 below.

d) For OSCE staff members on official duty travel no inventory of the items transported is required .

## **6. Procedure**

**6.1** Each Mission member shall submit an inventory (see form attached in Annex II) of personal effects brought to the Mission to the Personnel Office within two weeks of his/her arrival. This inventory shall list items and number of pieces, original cost per item, date and place of purchase, receipts or other documents substantiating purchase, where available. The inventory shall be updated periodically to reflect the items discarded and new items purchased. When submitting the inventory, the Mission member shall certify that the items listed are his/her personal property.

**6.2** In accordance with Staff Rule 2.06.1 (d), and in order to be receivable by the OSCE, claims for compensation shall be made forthwith and not later than 30 days of the discovery of the loss or damage. The claimant shall fill in a Claims Form for Loss of Personal Property. (see form as attached in Annex III).

**6.3** In the case of an OSCE staff member who is on official duty travel, a copy of the official travel authorisation must accompany the Claims Form for Loss of Personal Property when submitted.

**6.4** In case of discrepancy between information provided in the Claims Form for Loss of Personal Property (Annex III) and that provided in the Inventory (Annex II), the information provided in the Inventory shall prevail.

**6.5** The Claims Form for Loss of Personal Property shall be submitted to the Personnel/Administrative Officer in charge of such claims at the Mission, who shall:

- a) Ascertain whether the information and supporting documents required by the present Staff Instruction have been provided and, if necessary, request further information or documents.
- b) Provide whenever feasible or pertinent, any additional information on the causes and circumstances of the loss or damage, including copies of any investigation reports on the incident which may be available;
- c) As appropriate, certify and provide supporting documentation that the claimant was a Mission/Staff member, specifying type and duration of assignment;
- d) Supply a copy of the inventory including updates filed by the mission member;
- e) Make other pertinent observations.

**6.6** The Personnel/ Administrative Officer responsible for the review of claims, will, after verification, submit them to the Head of Mission or his/her authorized representative for decision. If a Claims Board has been established at the Mission, claims shall be referred to that Board in accordance with its terms of reference.

## **7. Limits of Compensation**

**7.1** The limit for compensation per lost or damaged item shall not exceed the maximum as indicated in the attached Annex I.

**7.2** No compensation shall be paid for any loss or damage, which was caused by the gross negligence or misconduct of the claimant. In the event of ordinary negligence on the part of the claimant, which contributed to the loss or damage, partial compensation may be payable.

**7.3** No compensation shall be paid for loss of or damage to animals, automobiles, motorcycles, boats and other vehicles, motors and their appurtenances, furs, jewellery, money in excess of the equivalent of 400 EURO, money instruments, securities, tickets or documents or such other articles as in the opinion of the Head of Mission cannot be considered to be reasonably required and utilised at the duty station for day to day life.

**7.4** Compensation for lost items shall be determined with due consideration to the original cost, age and depreciation of the articles, and any other relevant factors. When an article is damaged and can be repaired, the amount of the compensation shall be equal to the actual cost of repairs but shall not exceed the amount of the total compensation that would have been payable if the article had been lost.

**7.5** The OSCE official shall take all reasonable steps to recover or repair the lost or damaged items or to receive suitable compensation from the third party responsible or from his/her insurance company. Such Compensation will be deducted from any amount payable by the OSCE.

## **8. Payment of Compensation**

**8.1** Payment of compensation shall be the responsibility of the Mission where the damage or loss has occurred.

**8.2** Payment of the approved compensation shall be conditional on the recipient signing the document “Undertaking and Assignment”(as attached in Annex IV to this Instruction).

## **9. Annexes**

**9.1** Attached in Annex I of this Staff Instruction is the table containing Maximum Limits for Compensation as well as the Schedule of Depreciation which will be applied as appropriate.

**9.2** Annex II contains the Inventory of Personal Property form, which needs to be on file with the Personnel Section.

**9.3** Annex III contains the Claim for Compensation Form, to be submitted with any claim request form for Loss of Personal Property.

**9.4** Annex IV contains the Undertaking and Assignment Form to be signed as the acceptance of any compensation payment.

## MAXIMUM LIMITS FOR COMPENSATION

### 1. Maximum compensation per item

a) Television and/or video cassette recorder	€	700
b) Stereo systems (compact disc players, tape recorder, Radio, amplifier, speakers and other accessories)	€	600
c) Video Camera	€	800
d) Still camera	€	350
e) Personal computer equipment (including hardware and software)	€	2000
f) Watch	€	300
g) Cash	€	400

Compensation in excess of € 2,000 shall not be paid in respect of any one article including its accessories.

### 2. Maximum compensation per incident

The amount of compensation for any one incident shall be limited to € 6,500. However, when the loss of or damage to personal effects occurs in an emergency situation resulting from war, civil commotion or natural disaster, the maximum limit for compensation shall be € 12,000.

## SCHEDULE OF DEPRECIATION

	<b><u>Per Annum</u></b>	<b><u>Maximum</u></b>
Clothing	10%	60%
Furniture	5%	80%
Equipment/ Machinery	10%	80%
Other	10%	60%

### **Example:**

In the case of a lost or damaged TV, 10% will be deducted from the purchase price of the item for depreciation for each year starting from the date of purchase. A maximum depreciation percentage of 80% will apply regardless of the age of the item. It is important to keep in mind that the maximum of € 700 applies as a maximum compensation payable *after* the depreciation has been applied. So in the case where the purchase price of the TV was € 800, and the TV was lost after 1 year, € 80 will be subtracted from the purchase price for 1 year depreciation, however the maximum compensation payable is € 700 for a television.



**UNDERTAKING AND ASSIGNMENT**

I hereby confirm that:

- a) I, ....., will accept payment of the sum of ..... in full compensation for the loss and/or damage to my personal effects, attributable to service with the OSCE, arising from claim No. .... dated .....
- b) I certify that I have not received any compensation from a third party and/or insurance except the amounts stated in my claim. In the event that I shall receive any further compensation, I shall refund the OSCE promptly the corresponding amount.
- c) I hereby assign to the OSCE all rights and claims I may have or have had against any third parties and/or insurance, and the OSCE is hereby authorized to retain, out of any amounts recovered in prosecution of any such claim, the total sum paid to me by the OSCE.

IN WITNESS WHEREOF, the undersigned has executed the present instrument this ..... day of .....

.....  
Signature

.....  
Witness

Please make payment to:  
(insert current name and address of claimant)

.....  
.....  
.....





## Inventory of Personal Property Annex II

This inventory should be submitted to the Personnel/Administrative Officer of your mission within 2 weeks and periodically updated.

Only loss of or damage to items listed in the inventory shall be subject to consideration for compensation.

**Name:**

**Nationality:**

**Passport No:**

**Mission:**

<b>A</b> Quantity of item or article	<b>B</b> Description of item, including brand name and model number	<b>C</b> Original cost per item/article (indicate currency)	<b>D</b> Total cost of articles (col. A x C)	<b>E</b> Place/Date of purchase or acquisition	<b>F</b> Original Receipt attached (√) or available (*)

I declare that the items listed below are my personal property.

Date:

Signature of the Mission member:

Permanent address

