



Before: Judge Francesco Buffa

Registry: Nairobi

Registrar: Wanda L. Carter

MAZOMBO

v.

SECRETARY-GENERAL
OF THE UNITED NATIONS

JUDGMENT ON RECEIVABILITY

Counsel for Applicant:

Self-represented

Counsel for Respondent:

AS/ALD/OHR, UN Secretariat

Introduction

1. The Applicant serves as a field Security Guard at the United Nations Organization Stabilization Mission in the Democratic Republic of the Congo (“MONUSCO”), on a fixed-term appointment and is based in Bukavu.
2. On 4 September 2024, she filed an application to challenge a decision identified as follows:

Around 16 February 2024, my late husband was seriously ill, and it proved difficult to find a hospital to admit him. (...) as all the hospitals in the UNMIP CIGNA network refused to admit MONUSCO staff on the grounds that they had a lot of unpaid bills. After several approaches, the Saint-Luc clinics in Bukavu (part of the UNMIP CIGNA network) agreed to admit him on an emergency basis initially, provided they had a letter from UNMIP CIGNA guaranteeing payment for further treatment. The hospital requested cover for the period of admission from 18 February 2024 to 29 February 2024. Authorisation for payment was only granted when the patient had already died and, to date, the bill has never been paid. invoice has never been paid by UNMIP CIGNA. I had to lodge several complaints, and it was only at my insistence that UNMIP CIGNA agreed to open an investigation. At the end of the investigation, UNMIP CIGNA, acting as both judge and party, concluded that it was partially responsible and decided to close the case. I appealed to OMBUDSMAN, but UNMIP CIGNA remained adamant in its decision. My rights have been violated and I have suffered a terrible loss - I am now the sole carer for my 7 children. I am asking for compensation.

3. She asked the following remedies:

My rights have been violated and I have suffered a terrible loss - I am now the sole carer for my children. (...) I am asking for compensation and Payment of reasonable damages for harm caused to me and my dependents.

4. The application was registered under Case No. UNDT/NBI/2024/059 and assigned to the undersigned Judge on 23 September 2024.

Consideration

5. The Tribunal finds that the contested decision in the present case is the decision communicated by Cigna Healthcare in a letter to the Applicant dated 15

May 2024, to close her case (after having paid the costs, the Applicant was charged off by the hospital where her husband was hosted till his death).

6. In its letter, Cigna Healthcare, partially acknowledging its delay in intervening in the case, informed the Applicant that a guarantee of payment had been issued on 31 March 2024, and that it could not be held responsible for the unfortunate death of her husband.

7. The primary issue to be determined in this case is the application's receivability.

8. The Tribunal may consider matters of receivability on a priority basis without transmitting the application to the Respondent or awaiting the Respondent's reply before considering the request.¹ Therefore, after reviewing the application and its annexes, the Tribunal finds that the matter can be determined on a priority basis without transmitting a copy of the application to the Respondent for a reply

9. Article 2(1) (a) of the UNDT Statute reads:

The Dispute Tribunal shall be competent to hear and pass judgement on an application filed by an individual [...].

(a) To appeal an administrative decision that is alleged to be in non-compliance with the terms of appointment or the contract of employment. The terms "contract" and "terms of appointment" include all pertinent regulations and rules and all relevant administrative issuances in force at the time of alleged non-compliance [...]

10. Given that a staff member can challenge before this Tribunal an "administrative decision alleging non-compliance with [her] contract of employment or terms of appointment.", the Tribunal notes that the Applicant, self-represented, challenges only the letter from Cigna Healthcare, which was issued by a third party and does not constitute a reviewable administrative decision coming from the Organization.

¹ *Morales* UNDT/2019/158; *Prakash* UNDT/2021/083, *White* UNDT/2021/089; *Cherneva* UNDT/2021/101.

11. A decision by a healthcare coverage plan is not part of the terms or conditions of the contract or terms of employment of a staff member.

12. The Applicant is not challenging an administrative decision reviewed by management evaluation, and therefore the Tribunal has no jurisdiction on the matter.

13. The application is therefore irreceivable *ratione materiae*.

Conclusion

14. In view of the foregoing, the application is DISMISSED as not receivable.

(Signed)

Judge Francesco Buffa

Dated this 26th day of September 2024

Entered in the Register on this 26th day of September 2024

(Signed)

Wanda L. Carter, Registrar, Nairobi