



**Before:** Judge Sean Wallace

**Registry:** Nairobi

**Registrar:** Wanda L. Carter

AEM

v.

SECRETARY-GENERAL  
OF THE UNITED NATIONS

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**JUDGMENT ON RECEIVABILITY**

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**Counsel for Applicant:**

Ludovica Moro

**Counsel for Respondent:**

Lucienne Pierre, AS/ALD/OHR/UN Secretariat  
Tamal Mandal, AS/ALD/OHR/UN Secretariat

## Introduction

1. By application filed on 7 March 2025, the Applicant is contesting a decision dated 16 September 2024 denying her reimbursement of health insurance premium costs incurred following work-related injuries.
2. The Respondent filed a reply in which he argues, *inter alia*, that the application is not receivable because the Applicant did not submit a timely request for management evaluation of the decision to deny reimbursement of the premiums, and that the contested decision of the intent to recover cost of premiums paid is not a reviewable administrative decision.
3. Pursuant to Order No. 82 (NBI/2025), the Applicant filed a rejoinder.
4. Having reviewed the parties' submissions, the Tribunal considers that the case can be determined without the need for a hearing.

## Facts

5. The Applicant served with the Economic and Social Commission for Western Asia ("ESCWA") from 2013 in Beirut, Lebanon, and on 4 August 2020 was injured in an explosion. According to her application, the Applicant was evacuated to Germany for initial medical treatment and then underwent multiple follow-up surgeries, along with treatment for post-traumatic stress disorder ("PTSD").
6. The Applicant was on Special Leave Without Pay ("SLWOP") from July 2021 to March 2022, and from August 2023 until the end of her contract on 15 January 2025. From 30 March 2023 to 31 July 2023, ESCWA granted the Applicant permission to telecommute outside the duty station.<sup>1</sup>
7. By email dated 10 August 2023 to the ESCWA Under-Secretary-General and Executive Secretary ("ES/ESCWA"), the Applicant requested to be placed on

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<sup>1</sup> Issues relating to another request by the Applicant to telecommute were the subject of previous litigation resulting in judgment *AEM* UNDT/2025/021. Due to the medical issues discussed in that case, the judgment was anonymized to protect the Applicant's privacy. The same anonymization is carried over into this case for the same reasons.

SLWOP for two months, that is, until 9 October 2023. The ES/ESCWA approved the request.

8. On 7 October 2023, the Applicant requested extension of her SLWOP until 10 November 2023 and, in connection with this request, wrote to the Chief Human Resources Officer (“CHRO”) on 9 October 2023:

With regards to the extension of the SLWOP, kindly please note that I’ll also need to extend Aetna coverage this month as I am scheduled for doctors’ appointments for my back injury. I’ve made arrangements on my end so the money should arrive in the next couple of days.

9. On 9 November 2023, the CHRO wrote to the Applicant informing her that:

[The Chief of Administration] asked us to inform you that your SLWOP will be extended until 31 December 2023 while you and [the Chief of Administration] are discussing other options. Please liaise with our team asap to ensure that you continue your medical coverage (at your own cost).

10. By email of 21 November 2023, the CHRO communicated to the Applicant:

Starting 23 November 2023 (Thursday), there will be several options, [including] ...

2. SLWOP until 31 December 2023 with the understanding that you will decide in the meantime on your plans beyond 31 December 2023....

If you prefer option 2, then please liaise with [the Human Resources Partner] to ensure the payment for your medical insurance coverage and other administrative matters.

11. On 5 December 2023, the Applicant’s Human Resources Partner informed her:

Your [medical] insurance contributions were deducted from your salary in October and November [2023], as you had income during that period. The amounts you transferred will be used to cover your insurance contributions for the period of your SLWOP through November 30, 2023. Please find attached the insurance reconciliation, which indicates a shortage of USD 29. This amount should be paid by you, along with the insurance contribution for the month of December 2023.

12. The Applicant did not seek management evaluation of this decision.

13. On 16 October 2023, the Applicant filed an Appendix D claim in which she raised the issue of reimbursement from the Organization for health insurance premiums she incurred<sup>2</sup>. On 18 December 2023, ESCWA Human Resources (“HR”) communicated to the Applicant that “ABCC [Advisory Board on Compensation Claims] also advised that only medical expenses can be reimbursed. The submitted cost for insurance coverage during SLWOP ... is not compensable under Appendix D.”

14. The Applicant did not seek management evaluation of this decision.

15. Instead, she emailed the Director of the Division of Healthcare management and Occupational Safety and Health (DHMOSH) seeking “advice on resolving this misunderstanding with the ABCC’s appendix D process.” On 26 December 2023, the DHMOSH Director responded that “[t]he ABCC Secretariat has given you the correct advice ...”

16. Again, the Applicant did not seek management evaluation of this decision.

17. In January and February 2024, the Applicant had several online meetings with the Assistant Secretary-General for Human Resources and the Assistant Secretary-General for Support Operations seeking their help in persuading ABCC to reimburse the cost of insurance premiums she incurred.

18. On 27 February she resubmitted her Appendix D claim seeking, *inter alia*, reimbursement of insurance premium costs. In this resubmission, the Applicant wrote “I must kindly reiterate my earlier request in the letter dated October 13, 2023 [and submitted on 16 October 2023], that the panel approves reimbursement of health insurance premium costs”. That claim was decided on 11 July 2024, when the ABCC informed the Applicant that it approved reimbursement for medical expenses but explained:

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<sup>2</sup> Appendix D is part of the Staff Rules and sets out the “Rules governing compensation in the event of death, injury or illness attributable to the performance of official duties on behalf of the United Nations”.

As previously advised, the reimbursement of insurance premium incurred while on SLWOP is not considered 'medical expenses'. Therefore, the insurance premium is not compensable under Appendix D to the Staff Rules.

19. The Applicant also did not seek management evaluation of this decision.

20. Instead, on 12 August 2024, she submitted yet another claim for reimbursement of health insurance premiums under Appendix D to the ABCC. In her application, she describes this as “I appealed to ABCC explaining the need to reimburse the expenses.”

21. On 15 August 2024, the Acting-Secretary of the ABCC responded to this request saying

As for your request for reimbursement of insurance premiums during your period of Special Leave Without Pay (SLWOP), I wish to reiterate that these expenses (premium) do not qualify as “medical expenses” under the Appendix D to the Staff Rules. Therefore, they cannot be reimbursed under the Appendix D rules.

Once again, the Applicant did not seek management evaluation.

22. Instead, on 1 September 2024, the Applicant directed yet another request to the Director of Administration, Resource Management and Service Development Division (“RMSDD”), ESCWA to “reimburse the health insurance costs I’ve incurred during SLWOP following my service incurred injuries ...”

23. On 16 September 2024, the Applicant received a response from the RMSDD Director that is now the contested decision. It states in pertinent part:

When you were placed on SLWOP, at your request, you were also informed that you have the option to maintain your medical/health insurance coverage and that you would be covering the premium in full should you decide to do so. We have so far kept your coverage, despite the non-reimbursement from your side, so make sure you don’t lose out on the coverage. The costs of these premiums will be recovered from your separation entitlements, keeping in mind that your current contract along with it the SLWOP expires in December 2024.

24. After this denial of her requests for reimbursement, on 15 November 2024, the Applicant requested management evaluation. The Management Advice and Evaluation Section found this request not receivable as time-barred pursuant to staff rule 11.2(c).

### **Considerations**

25. Staff rule 11.2 states., in pertinent part, that

(a) A staff member wishing to formally contest an administrative decision alleging non-compliance with his or her contract of employment or terms of appointment ... shall, as a first step, submit to the Secretary-General in writing a request for a management evaluation of the administrative decision.

(b) A staff member wishing to formally contest an administrative decision taken pursuant to advice obtained from technical bodies, as determined by the Secretary-General ... is not required to request a management evaluation.

(c) A request for a management evaluation shall not be receivable by the Secretary-General unless it is sent within 60 calendar days from the date on which the staff member received notification of the administrative decision to be contested ...

26. Article 5.2 of Appendix D provides that “[c]laimants wishing to contest a decision taken on a claim under [Appendix D], to the extent that the decision was based on considerations other than a medical determination, shall submit to the Secretary-General a written request for management evaluation in accordance with staff rule 11.2”.

27. Article 8.1 of the Statute of the Dispute Tribunal and art. 7.1 of the Dispute Tribunal Rules of Procedure provide that an application is receivable by the Dispute Tribunal if previously submitted for management evaluation where required and filed within 90 days of (1) the applicant’s receipt of the response to a management evaluation request or; (2) if management evaluation is not required, the applicant’s receipt of the administrative decision.

28. The law is quite clear that reiterations or repetitions of the same administrative decision do not reset the clock. See, e.g., *Sethia* 2010-UNAT-079; *Aliko* 2015-UNAT-539; *Staedtler* 2015-UNAT-546; and *Mbok* 2018-UNAT-824.

29. The record in this case is clear that administrative decisions regarding the Applicant's obligation to pay her health insurance premiums while on SLWOP were made repeatedly during the latter half of 2023, culminating in the 5 December 2023 decision.<sup>3</sup> The Applicant failed to request management evaluation of these decisions, and thus any application to review the decisions regarding her obligation to pay the health insurance premiums is not receivable *ratione materiae*.

30. Apparently to avoid such receivability issues the Applicant then recharacterized her requests as seeking reimbursement by the Organization of the premiums that the Applicant was obligated to pay. The reimbursement issue was decided by ABCC on 18 December 2023, and reiterated on 26 December 2023, 11 July 2024, and 15 August 2024.

31. These decisions, that the cost for insurance coverage during SLWOP are not reimbursable medical expenses, are not based on consideration of a medical determination. Therefore, in accordance with art. 5.2 of Appendix D, the exception under staff rule 11.2(b) does not apply and a request for management evaluation is required. *Raschdorf* 2023 UNAT 1343, para. 37.

32. Nonetheless, the Applicant never sought management evaluation of the initial decision (nor the numerous reiterations of that decision), rendering the application as not receivable *ratione materiae*.

33. The 16 September 2024 letter from the RMSDD Director was merely a reiteration of the multiple earlier ABCC and ESCWA HR decisions and thus does

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<sup>3</sup> ST/IC/2023/11 (Renewal of the United Nations Headquarters-administered health insurance programme, effective 31 May 2023), para. 43 provides that "Staff members granted special leave without pay may retain coverage for health insurance during such periods" and if so, must pay "the full amount of the cost of the coverage(s) retained (i.e. both the staff member's contribution and the Organization's share, given that no subsidy is payable during such leave)." Replaced without change to this para. by ST/IC/2024/2. See also, *Harris*, UNDT/2017/094/Corr.1, para. 19 and *Harris*, 2019-UNAT-896, para. 55.

not reset the clock for filing for management evaluation and the subsequent filing of this application.

34. Finally, it should be noted that the application describes the contested decision as both the denial of reimbursement for health insurance premiums “as well as stating that the premiums between February and December 2024 would be recovered from [her] entitlements at the end of [her] contract.” However, the Applicant makes no arguments contesting the recovery decision.

35. Thus, the Tribunal does not consider that additional phrase to be part of the contested decision. *See, Hassanin* 2017-UNAT-759, para. 41 (“the Dispute Tribunal has the inherent power to individualize and define the administrative decision challenged by a party and to identify the subject(s) of judicial review”). *See also, Massabni* 2012-UNAT-238, paras. 25-26; *Gakumba* 2015-UNAT-591, para. 21; *Chaaban* 2016-UNAT-611, para. 16; *Monarawila* 2016-UNAT-694, para. 32; *Fasanella* 2017-UNAT-765, para. 19; *Cardwell* 2018-UNAT-876, para. 23; *Vanshelboim* UNDT/2024/072, para. 23; and *Herrera* UNDT/2025/009, para. 30.

## **Conclusion**

36. In view of the foregoing, the Tribunal DECIDES to dismiss the application as not receivable.

(Signed)

Judge Sean Wallace

Dated this 1<sup>st</sup> day of September 2025

Entered in the Register on this 1<sup>st</sup> day of September 2025

(Signed)

Wanda L. Carter, Registrar, Nairobi