UNITED NATIONS DISPUTE TRIBUNAL

Case No.: UNDT/GVA/2017/007/R1
Judgment No.: UNDT/2020/044
Date: 23 March 2020
Original: English

Before: Judge Teresa Bravo

Registry: Geneva

Registrar: René M. Vargas M.

PEKER

v.

SECRETARY-GENERAL
OF THE UNITED NATIONS

JUDGMENT

Counsel for Applicant:
Mohamed Abdou, OSLA

Counsel for Respondent:
Elizabeth Brown, UNHCR
Francisco Navarro, UNHCR

Introduction

1. By application filed on 20 February 2017, the Applicant, a staff member of the Office of the United Nations High Commissioner for Refugees ("UNHCR"), challenges the decision to recover USD14,707.15 in medical expenses settled in advance by the Organization.

2. The Tribunal ruled on the application by Judgment *Peker* UNDT/2018/110. However, on appeal, by Judgment *Peker* 2019-UNAT-945, the United Nations Appeals Tribunal ("UNAT") remanded the matter to this Tribunal for a *de novo* determination.

Facts

3. The Applicant joined UNHCR on 3 June 2002 as a Protection Assistant (G-6) in Ankara. On 1 October 2014, he was locally recruited as Refugee Status Determination Officer (NO-C), in Ankara, under a fixed-term appointment. On 28 February 2017, the Applicant was appointed as Refugee Status Determination Advisor (Exclusion) (P-3) in Copenhagen.

4. On 3 August 2015, the Applicant received an attestation related to a visa request for his travel to Greece from 9 to 14 August 2015, during his authorised annual leave, certifying that he was "fully covered by the United Nations Medical Insurance Plan (MIP) against all possible medical expenses that may occur during travel to and in any country."

5. While he was visiting his partner in Switzerland in November 2015, the Applicant was hospitalised on an emergency basis following an acute unexpected attack. The Applicant was treated at "Hôpital de la Tour" in Geneva based on a physician's advice that he should not return to Turkey for treatment.

6. The total medical expenses incurred amounted to CHF31,006.60, of which CHF12,310.30 corresponded to doctor's fees and CHF18,969.30 to hospitalisation expenses including three nights in intensive care. The UNHCR Office in Ankara settled those expenses on behalf of the Applicant in January and March 2016,

charging a suspense account pending process under the Medical Insurance Plan ("MIP").

7. The UNHCR Office in Ankara contacted the "American Hospital", a private health institution in Ankara, and determined that the estimated cost of similar treatments in Turkey was TRY52,860.30 and that the reimbursable amount under the MIP was TRY48,288.38, which represented USD16,608.49.

8. By email of 12 April 2016, a Senior Human Resources Officer at UNHCR Office in Ankara requested the MIP Management Committee to consider the Applicant's case under the MIP hardship and stop-loss provisions.

9. On 20 July 2016, the MIP Management Committee considered the Applicant's case under the MIP hardship provision. The MIP Management Committee was of the view that the Applicant had incurred major medical expenses while vacationing in Switzerland, that the MIP does not provide worldwide coverage and that the reimbursement should be based on reasonable and customary cost at the staff member's duty station. Thus, it recommended to the Director, Division of Human Resources Management ("DHRM"), and the Controller and Director, Division of Financial and Administrative Management ("DFAM"), that "no additional reimbursement be made in relation with the Out-of-Pocket amount corresponding to medical expenses incurred in Switzerland".

10. By a memorandum dated 31 August 2016 to the Director, DHRM, and the Controller and Director, DFAM, the Chairperson of the MIP Management Committee further explained the details of the Applicant's case and his understanding of the applicable rules. In particular, he stated that "MIP is priced and designed for local use only and, as per its rules, does not provide worldwide coverage. Therefore, medical expenses incurred outside the subscriber's country should normally be reimbursed based on the reasonable and customary cost at the duty station." He further explained that the difference between the actual medical expenses and the certified amount (representing the reasonable and customary cost at the duty station) is not taken into consideration in calculating the out-of-pocket amount, such that the Applicant is not eligible for additional payment under the

MIP hardship or stop-loss provisions. The Chairperson of the MIP Management Committee recommended that the request for payment under the MIP hardship provision be rejected.

11. The Director, DHRM, and the Controller and Director, DFAM, approved the MIP Management Committee's recommendation by signing the memorandum of 31 August 2016.

12. By email of 21 November 2016, the Applicant was notified of the decision to recover USD14,707.15, following the MIP Management Committee recommendation that no exception be made to consider the total medical costs that the Applicant had incurred.

13. On 3 January 2017, the Applicant requested management evaluation of the decision to recover USD14,707.15 for the medical treatments he received in Switzerland. In the absence of a reply to his request within the statutory deadline, the Applicant filed his application with the Tribunal on 20 February 2017.

14. The application was served on the Respondent on 22 February 2017, who submitted his reply on 24 March 2017.

15. By motion of 22 October 2018, the Applicant sought disclosure of several documents including those related to the calculation of "reasonable and customary expenses" in this case. The Tribunal rejected this motion, which it considered irrelevant for the disposal of the application.

16. On 31 October 2018, the Tribunal held a hearing on the merits, where it heard the following witnesses:

a. Mr. Lorenzo Pasquali, former Chairman of the MIP Management Committee, UNHCR; and

b. Ms. Karen Madeleine Farkas, former Director, DHRM, UNHCR.

17. The Tribunal was initially scheduled to hear Ms. Lynda Ryan, former Controller and Director, DFAM, but after having heard the first two witnesses, it was agreed that her testimony was not necessary.

18. By Judgment *Peker* UNDT/2018/110 of 19 November 2018, the Tribunal dismissed the application. This Judgment was appealed before UNAT.

19. By Judgment *Peker* 2019-UNAT-945, UNAT remanded the Applicant's case for a *de novo* determination on two grounds. Firstly, UNAT held that it was prevented from undertaking a proper review of the case because the audio recording of the oral hearing before this Tribunal contained only the final submissions of both Counsel but not the testimony of the Applicant and the two witnesses. Secondly, UNAT found that this Tribunal erred in rejecting the Applicant's motion for production of documents related to the calculation of reasonable and customary expenses and directed the Tribunal to order their disclosure.

20. By Order No. 68 (GVA/2019) dated 20 September 2019, the Tribunal ordered the Respondent to produce the documents sought by the Applicant in his motion for production of documents. The Tribunal also granted leave to the parties to file further submissions concerning those documents. Furthermore, the Tribunal directed the Applicant to file his witness statement and the Respondent to file written statements of his witnesses. The parties were also instructed to inform the Tribunal whether they wished to cross-examine any of the other party's witnesses.

21. Both parties complied with the Tribunal's Order No. 68 (GVA/2019). On 2 October 2019, the Respondent filed the documents sought by the Applicant as well as the witness statements of Mr. Pasquali and Ms. Farkas. On 9 October 2019, the Applicant filed his submission in relation to those documents and his witness statement. On 16 October 2019, the Respondent replied to the Applicant's submissions. The parties also indicated that they did not wish to cross-examine any of the other party's witnesses.

22. By email of 18 October 2019, the Applicant indicated that he would seek the Tribunal's leave to reply to the Respondent's submission of 16 October 2019. However, no formal motion was filed by him in this regard.

23. On 22 October 2019, the Respondent filed a motion for leave to file additional evidence and submissions.

Parties' submissions

24. The Applicant's principal contentions are:

a. The attestation that he received in connection with visa formalities for his travel to Greece constitutes a written promise issued by a competent official that all his medical expenses will be covered by the MIP. This promise was clear, unambiguous and specific and it bound the Organization to cover all medical expenses that the Applicant incurred when travelling to Switzerland as he used the same Schengen visa for this trip;

b. UNHCR erred in its interpretation of the stop-loss clause by limiting it to the reasonable and customary expenses at the Applicant's duty station, whilst the rule does not provide for such limitation. In addition, UNHCR adopted an inconsistent interpretation of the "out-of-pocket expenses" in his various documents related to the present case;

c. Alternatively, the amount of reasonable and customary expenses at the duty station was not properly determined and the recommendation made by the MIP Management Committee contained misrepresentations about the number of hospitals consulted. Since said amount was disputed by the Applicant, the Director, DHRM, should have used the dispute resolution mechanism envisaged in the MIP;

d. The complexity of the Applicant's case and the various medical interventions required, namely one related to the laparoscopic gallbladder surgery and another related to the liver abscess, were not properly taken into consideration in the assessment of the Applicant's medical expenses; and

e. Consequently, the Applicant requests to be reimbursed for all deductions on his salary made pursuant to the contested decision.

25. The Respondent's principal contentions are:

a. The contested decision was taken in compliance with sec. 6.4 of UNHCR/AI/2016/3 (Administrative Instruction on the Medical Insurance Plan (MIP)—Statutes and Internal Rules) ("MIP Rules") and, accordingly, the Applicant was only entitled to reimbursement of the expenses adjusted to the reasonable and customary costs level in Ankara;

b. The decision-making process followed the applicable procedures;

c. The Applicant cannot validly claim an ignorance of the applicable rules, nor rely upon the attestation provided for his travel to Greece;

d. The decision-maker had no discretion as the Applicant's case was strictly regulated by the MIP rules;

e. The Applicant has not produced any evidence to substantiate his claim that the omission of information related to the liver abscess drainage and resection procedure, which was carried out during the same operation, had any impact on the quotation from the American Hospital;

f. The complications in the Applicant's case were considered as the reimbursement of expenses included those incurred in connection with the Applicant's hospitalization and intensive care; and

g. Consequently, the Respondent requests that the application be dismissed in its entirety.

Consideration

Respondent's pending motion

26. On 22 October 2019, the Respondent filed a motion for leave to file additional evidence and submissions. He filed with his motion, a quotation received from Guven hospital in Ankara relating to the standard costs incurred in connection with a "surgery involving a laparoscopic cholecystectomy and the drainage and resection of a segment IV liver abscess".

27. The Tribunal considers that for a fair and expedited disposal of the case, the Respondent's motion is granted, and the evidence is admitted into the case record.

Applicant's pending request

28. In his submission of 9 October 2019, the Applicant requested the Tribunal to order the Respondent to provide a new estimate of reasonable and customary expenses taking into consideration the "actual" medical treatment received by him in Geneva.

29. Considering that the Respondent has already provided quotations from two UN-designated hospitals in Ankara, namely Acibadem Hospital and Guven Hospital, in relation to the Applicant's medical treatment in Geneva, the Tribunal considers that the Applicant's request in this respect is moot.

Merits

30. The present case concerns the reimbursement of medical expenses incurred by a locally recruited staff member outside his duty station while travelling on private business. As the conditions for reimbursement and the extent of the coverage are detailed in the MIP Rules, the Tribunal's role essentially consists in examining whether UNHCR committed any error, in law or in fact, in the interpretation or the application of these rules while taking into account the new set of documents produced by the Respondent upon the remand of the case by UNAT.

31. The Applicant submits that irrespective of the MIP Rules, the obligation for UNHCR to reimburse him for his medical expenses in Switzerland arises from the promise it made in the attestation of 3 August 2015. It is incumbent upon the Applicant to establish that such promise was made and that it had the effect of binding the Organization to reimburse in full his medical expenses in Switzerland.

32. In view of the foregoing and having examined the parties' submissions and the evidence produced before it, the Tribunal has identified the following issues for its consideration:

a. Was the Applicant entitled to the benefit of the stop-loss provision of the MIP Rules?

b. Did UNHCR commit any procedural or factual error in the assessment of the reasonable and customary expenses at the Applicant's duty station?

c. Did the attestation of 3 August 2015 issued in support of the Applicant's visa request for his travel to Greece constitute a promise by UNHCR that his medical expenses in Switzerland would be covered and reimbursed in full?

Relevant rules

33. The legal framework applicable to the present case is contained in the MIP Rules.

34. Pursuant to sec. 2.1 of the MIP Rules, "[t]he MIP is applicable to the benefit of locally recruited General Service and National Officer active staff members … serving at designated duty stations away from Headquarters Geneva".

35. The benefits are described in sec. 6 of the MIP Rules. Sec. 6.2 provides on the extent of the coverage as follows:

> MIP covers the benefits described below, subject to stated limitations. The administering office has been delegated authority to reimburse claims in line with these benefits on the basis of reasonable and customary charges applicable at the subscriber's duty station, up-to the participant's yearly MIP ceiling (see paragraph 6.19 below concerning maximum reimbursement of expenses). Reasonable and customary refers to the prevailing pattern of charges for professional and other health services at the duty station where the service is provided as reasonably determined by the administering office.

36. Sec. 6.3 of the MIP Rules provides that:

> In the case of expenses incurred during official mission travel for emergency medical care only, approved medical evacuation in the authorized location or medical care received in an approved regional area of care [foot note omitted], the expenses will be settled in accordance with the reasonable and customary cost level of the area or country where care was provided.

37. Sec. 6.4 of the MIP Rules provides in its relevant part that:

> Any expenses incurred outside the country of duty station except those described in paragraph 6.3 above will be adjusted to reflect the reasonable and customary cost level of the duty station where the staff member is assigned.

38. Sec. 4(y) defines "reasonable and customary" as follows:

> The prevailing pattern of charges for professional and other health services at the staff member's duty station or the approved location (for example, the place of approved medical evacuation or regional area of care) where the service is provided as reasonably determined by the Administering office.

39. It is not disputed that since the Applicant was on private business at the time he fell ill, his case does not fall under any of the exceptions of sec. 6.3 of the MIP Rules.

40. The MIP Rules contain two measures that allow for exception to the rules, which are to be made to mitigate the impact of medical expenses on staff members in certain circumstances: the stop-loss and the hardship provisions, respectively defined in secs 6.25 to 6.27 and sec. 7 of the MIP Rules. Since the Applicant claims that the stop-loss provision had to be applied in his case, this provision will be examined in more detail.

41. Sec. 6.25 on the stop-loss provision provides:

> Once a subscriber, along with his or her enrolled family members, incurs collectively out-of-pocket expenses (that is, the 20 per cent of the reasonable and customary charges that is not covered by the Plan) up to the level of one half of his or her monthly net base salary (that is, gross salary less staff assessment), the Plan will commence

> reimbursement of an additional 80 per cent on the residual; that is, that portion of reasonable and customary expenses not reimbursed. For purposes of the application of the stop loss provision, out-of-pocket expenses shall exclude dental, mental and nervous care, vision and hearing expenses. The annual MIP entitlement limit described in paragraph 6.19 above does not have to be met in order to trigger the stop loss provisions.

42. Sec. 4(t) of the MIP Rules defines "out-of-pocket amount or expenses" as follows (emphasis added):

> The unreimbursed portion of *recognized medical expenses* (or co-insurance) that are taken into account in determining the application of the stop-loss and hardship provisions in paragraphs 6.25 to 6.27 and Section 7 below. The elements considered for the calculation of the out-of-pocket amount are detailed in the present Administrative Instruction.

43. In turn, sec. 4(aa) of the MIP Rules defines "recognized expenses" as follows (emphasis added):

> The expenses for services claimed provided they are found reasonable and customary *at the duty station* or, when obtained elsewhere in the country or at an approved medical evacuation location or regional area of care, at the place provided. If the expenses claimed are found to be above what is considered reasonable and customary, then the recognized amount for the purpose of calculating reimbursement is the reasonable and customary amount as determined by the administering office.

Was the Applicant entitled to the benefit of the stop-loss provision?

44. The Applicant's case was presented by the administering office in Ankara to the MIP Management Committee for consideration under, *inter alia*, the stop-loss provision. However, the MIP Management Committee was of the view that the Applicant was not eligible to any payment under that provision since the difference between the actual medical expenses he incurred in Switzerland (CHF31,006.60) and the certified amount corresponding to the reasonable and customary expenses in Ankara (CHF18,203.50) could not be taken into account in the calculation of his out-of-pocket amount. Thus, his total out-of-pocket amount, namely USD1,580.23, was less than half his monthly salary. The MIP Management Committee's

recommendation that no reimbursement be made to the Applicant under that provision was endorsed by the Director, DHRM, and by the Controller and Director, DFAM, who conveyed their decision by signing the memorandum dated 31 August 2016 from the Chairman of the MIP Management Committee.

45. The Applicant claims that this recommendation was incorrect as the stop-loss provision does not limit the out-of-pocket amount to reasonable and customary expenses at the duty station.

46. The Tribunal finds that the Applicant's argument is without merit. The MIP Rules clearly provide that only reasonable and customary expenses at the duty station are covered by the MIP and are, thus, considered as "recognized expenses" unless one of the exceptions set out in sec. 6.3 applies, which is not the case here (see secs. 6.2, 6.4, 4(aa)). The out-of-pocket amount for the purpose of the stop-loss provision represents the unreimbursed portion of these recognized expenses and thus does not include expenses exceeding the reasonable and customary ones at the duty station. This provision applies to expenses that are covered by the MIP but not reimbursed in full. This is not the case for medical expenses incurred out of the duty station, for which there is a limitation in the coverage.

47. Adopting the Applicant's argument would amount to removing the limitation of the coverage for expenses that exceed those reasonable and customary at the duty station and, to some extent, expanding the medical coverage worldwide. This would not only be entirely contrary to the explicit terms of the MIP Rules, but would also change the very nature of the plan, for which the contributions by locally recruited staff members and the Organization are essentially based on utilisation of the medical services available at the duty stations concerned by the MIP or in regional areas of care in case of medical evacuations.

48. The Director, DHRM, and the Controller and Director, DFAM, were thus correct in not applying the stop-loss provision contained in sec. 6.25 of the MIP Rules.

Did UNHCR commit any procedural or factual error in the assessment of the reasonable and customary expenses at the Applicant's duty station?

49. According to the documents on file, including those filed by the Respondent upon the remand of the present case, the reasonable and customary expenses at the duty station were calculated based on the estimated cost of similar medical care in Ankara (the Applicant's duty station). More specifically, a Human Resources Officer in UNHCR's Office in Ankara requested the "American Hospital" in Ankara to provide him with the estimated cost of similar treatments, considering the time spent by the Applicant in intensive care.

50. The documentary evidence, in particular the memorandum dated 11 April 2016 from the Human Resources Officer to the former Chairman of the MIP Management Committee, shows that UNHCR Office in Ankara, as the administering office under the MIP, sent information and supporting documents to the Committee for its review.

51. In his memorandum dated 31 August 2016 to the Director, DHRM, and the Controller and Director, DFAM, the former Chairman of the MIP Management Committee wrote that "[t]he Office contacted a number of hospitals in Turkey and determined that the estimated cost for similar treatment in Turkey is equivalent to CHF18,203.50 only versus the amount of CHF31,006.60 (USD31,510.77) in medical expenses actually incurred".

52. The Applicant challenges the way the amount of reasonable and customary expenses was established. He claims that the administering office failed to consult several medical facilities and that the assessment was not based on an adequate consideration of the treatments that the Applicant actually received in Switzerland.

53. In fact, the MIP Rules provide for the amount of reasonable and customary expenses at the duty station to be determined by the administering office, based on "the prevailing pattern of charges for professional and other health services at the duty station" (see secs. 4(y) and 6.2 and 6.4 of the MIP Rules). Whilst the reference to the "prevailing pattern of charges" suggests that a comparison among various

medical providers may be made, there is no requirement that the administering office obtain several estimates for each medical claim it is requested to reimburse.

54. In the instant case, the administering office contacted the "American Hospital" on the basis that it is a renowned medical facility for which the costs are thus at the high end of the spectrum. The administering office, based on its experience, found it appropriate to rely upon this estimate of comparable costs for the treatments that the Applicant received in Switzerland even though the American Hospital is located in Istanbul, where the cost of living is significantly higher than in Ankara, the Applicant's duty station. It also used the upper bracket of the estimate provided by the "American Hospital", to the benefit of the Applicant.

55. Subsequent to the remand of the case, the Tribunal ordered the Respondent to file *inter alia* additional documents relevant for the calculation of "reasonable and customary expenses" in the Applicant's case. The Respondent filed the quotations of two hospitals in Ankara, namely Guven Hospital and Acibadem Hospital in relation to the Applicant's medical treatment in Geneva.

56. The estimated cost for the Applicant's treatment in the Guven Hospital was TRY65,822.06 (which is equivalent to USD11,625.23) and in the Acibadem Hospital was TRY75,208.72 (or USD13,283.07).

57. The Applicant was reimbursed USD16,610.49 for the medical treatment he received in Switzerland. Therefore, the Tribunal considers that UNHCR's initial estimate of the reasonable and customary charges for the Applicant's treatment, based on the information received from the American Hospital in Istanbul, was not detrimental to the Applicant.

58. Given that the MIP Rules do not require the administering office to establish the prevailing pattern of charges based on multiple quotations, and that the Applicant has not raised any concern related to the fact that the "American Hospital" was a valid reference to establish reasonable and customary expenses at the duty station, the Tribunal finds no error in the procedure that the administering office used for the establishment of recognized medical expenses.

59. The Applicant claims that the administering office was confused in respect of the medical care that he received in Switzerland. He claims that the information provided to the American Hospital to obtain an assessment of the reasonable medical expenses that would have been incurred by him in Turkey omitted the liver abscess drainage, which was one of the medical procedures conducted.

60. The evidence shows that the complications in the Applicant's case were properly considered by UNHCR as the reimbursement of expenses included those incurred in connection with his hospitalization and intensive care. Indeed, those costs were reimbursed by UNHCR notwithstanding the American Hospital's advice that, following a normal gallbladder surgery, the patient spends usually one night in hospital.

61. There is, thus, no evidence that would allow questioning the basis of the calculation used to establish reasonable and customary expenses at the duty station in the Applicant's case.

62. The Applicant is right to point out that the memorandum of the Chairman of the MIP Management Committee to the Director, DHRM and the Controller and Director, DFAM, is not factually accurate. However, this inaccuracy had no practical impact on the contested decision. Neither the MIP Management Committee nor the Director, DHRM, and the Controller, DFAM, where tasked with establishing the amount of reasonable and customary expenses at the duty station. The memorandum by the MIP Management Committee concerned its recommendations on the application of the non-stop and hardship provisions, upon which the exact amount of reasonable and customary expenses at the duty station had no bearing.

63. The Tribunal therefore finds no discernible error in the establishment of the amount of reasonable and customary expenses at the duty station.

Did the attestation of 3 August 2015 constitute a promise by UNHCR that the Applicant's medical expenses in Switzerland would be covered and reimbursed in full?

64. Independently from the MIP Rules, the Applicant argues that UNHCR's obligation to reimburse him for the totality of his medical expenses incurred in Switzerland stems from the attestation he was provided on 3 August 2015 to obtain a visa for his personal travel to Greece.

65. This attestation was issued by a Human Resources Officer at UNHCR's Ankara Office to the Greek Embassy and stated, *inter alia*, that:

> We also would like to certify that [the Applicant] is fully covered by the United Nations Medical Insurance Plan (MIP) against all possible medical expenses that may occur during travel to and in any country.

66. From the Applicant's point of view, this statement constitutes a clear and unambiguous written promise by a competent authority that all medical expenses he may incur while traveling abroad, if any, would be covered under the MIP.

67. This argument cannot succeed. The source of law in this case is the MIP Rules, which are adopted through an administrative instruction and are binding upon the parties. An attestation issued by a Human Resources Officer to facilitate a visa for private travel has no legal authority to derogate from the MIP Rules.

68. The attestation has to be understood in its specific context, namely a document issued at the request of the Applicant to the authorities of a foreign country to reassure them that he was covered by a health insurance plan. It does not contain any promise or representation towards the Applicant about the extent of his coverage, nor does it contain the details of the insurance policy. At most, this attestation could be seen as an undertaking from UNHCR towards foreign authorities to respond for the Applicant's medical care while in the concerned country. UNHCR did not in any way fail to fulfil its obligations in this respect. Not only the expenses were not incurred in Greece, but UNHCR settled all the Applicant's medical expenses in Switzerland on his behalf.

69. Furthermore, the attestation was delivered to the Greek authorities for specific dates, not for the Applicant's travel to Switzerland. There is no commitment from UNHCR towards the Swiss authorities or otherwise in respect of the Applicant's trip to Switzerland. It is also commonly known that medical care in Switzerland is very expensive, such that it cannot be assumed that UNHCR would have issued the same attestation to the Swiss authorities or that the Office would not have warned the Applicant about the limitations of his insurance coverage for this specific trip.

70. The Tribunal acknowledges that the wording of the attestation was perhaps not ideal and may have confused the Applicant. That being said, it was not such as to create any legitimate expectation that "all possible medical expenses that may occur during travel to and in any country" would be covered and reimbursed at 100 per cent under the MIP. It should not come as a surprise, including for the Applicant, who is a highly educated staff member with a legal background, that insurance policies contain exclusions as well as limitations on the extent of reimbursement. This attestation did not relieve the Applicant from his obligation to be diligent and get appraised of the MIP Rules, which were easily accessible on UNHCR's intranet. In this connection, it is noted that the MIP Rules are very clear and replete with indications that locally recruited staff members are generally covered for the medical expenses incurred at their duty station. The limitation in coverage for medical expenses incurred out of the duty station, while on private business, was thus readily available to the Applicant.

71. Therefore, the attestation cannot be seen as a promise binding the Organization to pay for medical expenses falling outside the scope and limits of the MIP.

72. Based on all of the above, the Tribunal finds that the Applicant has not demonstrated any discernible error in the interpretation or application of the MIP Rules. The Director, DHRM, and the Controller and Director, DFAM, were bound to apply these rules, which are clear, objective and very detailed, leaving no room for administrative discretion. The MIP rules clearly define the threshold for reimbursement, the concept of reasonable and customary expenses and the

methodology to properly assess them. The contested decision is a mere application of these rules.

Conclusion

73. In view of the foregoing, the Tribunal DECIDES that the application is dismissed.

(*Signed*)
Judge Teresa Bravo
Dated this 23rd day of March 2020

Entered in the Register on this 23rd day of March 2020
(*Signed*)
René M. Vargas M., Registrar, Geneva