

Organisation internationale du Travail
Tribunal administratif

International Labour Organization
Administrative Tribunal

*Registry's translation,
the French text alone
being authoritative.*

R. (Nos. 2 and 3)

v.

Eurocontrol

140th Session

Judgment No. 5035

THE ADMINISTRATIVE TRIBUNAL,

Considering the second complaint filed by Mr S. R. against the European Organisation for the Safety of Air Navigation (Eurocontrol) on 22 June 2022, Eurocontrol's reply of 7 October 2022, the complainant's rejoinder of 14 November 2022 and Eurocontrol's surrejoinder of 13 February 2023;

Considering the third complaint filed by Mr S. R. against Eurocontrol on 8 July 2022, Eurocontrol's reply of 8 November 2022, the complainant's rejoinder of 12 December 2022 and Eurocontrol's surrejoinder of 10 March 2023;

Considering the documents attesting to the complainant's death on 1 June 2024 and notifying the Tribunal of the continuation of the complaints by his sons in their capacity as heirs, and the documents produced on their behalf in support of that status;

Considering Articles II, paragraph 5, and VII of the Statute of the Tribunal;

Having examined the written submissions and decided not to hold oral proceedings, for which neither party has applied;

Considering that the facts of the case may be summed up as follows:

The complainant challenges the decisions to reject his requests for special reimbursement of his wife's home care costs.

The complainant, a former Eurocontrol staff member, had received a retirement pension since 1 March 2006. Pursuant to Article 72 of the Staff Regulations governing officials of the Eurocontrol Agency, he was affiliated to the Organisation's Sickness Insurance Scheme. He was therefore entitled, as the primary insured, to have his medical costs covered by the Scheme, which also covered his wife, who did not have any other sickness insurance. His wife died on 15 July 2022. The complainant himself died on 1 June 2024.

Since 2019, the day-to-day management of Eurocontrol's Sickness Insurance Scheme has been outsourced to Company H. (hereinafter "the Administrator"). As such, that company is responsible for processing claims for reimbursement, which it decides on Eurocontrol's behalf and in accordance with Eurocontrol's rules.

The Organisation recognised the illness suffered by the complainant's wife as a "serious illness" from 12 January 2016, which, under Article 72(1) of the Staff Regulations, entailed full reimbursement of the costs of medical treatment up to a ceiling. The complainant used a home care service to look after his wife after obtaining prior authorisation from the Sickness Fund on 7 August 2018, in accordance with the opinion of the Fund's Medical Adviser. That authorisation was subsequently renewed several times.

The complainant sent his monthly invoices for home care to the Organisation and subsequently, following the abovementioned outsourcing, to the Administrator. Those invoices were initially reimbursed in full. However, from March 2020 onwards, the Administrator, after pointing out an error in the previous reimbursements – to which no ceiling had been applied – covered only part of the costs incurred due to the limitation resulting from the ceiling provided for in Article 20 of Rule of Application No. 10, concerning sickness insurance cover, and fixed in point 2.2 of Chapter 3 of Title II of the General Implementing Provisions for Rule of Application No. 10. Consequently, the complainant was required to pay a total of 17,640.53 euros in home care costs from March 2020 to February 2021 because they exceeded the ceiling.

On 17 June 2021 the complainant submitted a request for special reimbursement for the period from 1 March 2020 to 1 March 2021 in accordance with Article 72(3) of the Staff Regulations, which provides for this possibility when total expenditure not reimbursed for a 12-month period exceeds half of the official's pension. By a decision of 8 July 2021, the request was rejected on the grounds that the portion of the costs not reimbursed by the Sickness Insurance Scheme did not exceed half of the monthly pension for the period in question, since that amount was calculated to be only 1,082.15 euros. To explain that calculation, the complainant was told that dependency costs were excluded from special reimbursement.

To challenge that decision, the complainant submitted an internal complaint to the Director General on 20 September 2021, arguing that the exclusion was not based on any regulatory provisions and that it contravened Article 72(3) of the Staff Regulations. He contested the method of calculation used to establish the amount of expenses not reimbursed and repeated his request for special reimbursement of the amount of 17,640.53 euros, corresponding to the total expenditure not covered by sickness insurance. On 22 September 2021 the Head of Human Resources and Services (HRS) informed him that his internal complaint would be submitted to the Sickness Insurance Management Committee (SIMC).

On 29 November 2021 the Head of HRS, acting by delegation of the Director General, sent the complainant a request for clarification regarding a home care invoice dated 30 September 2021, in order to determine whether it was reimbursable. On 2 December 2021 the complainant refused to respond to that request, on the grounds that the information requested was, in his opinion, irrelevant in view of the applicable provisions and that the invoice in question did not relate to the period in respect of which he was seeking special reimbursement. He criticised this as an unlawful attempt to challenge the Medical Adviser's prior authorisation and considered it an abuse of power and a form of harassment.

In its opinion delivered on 14 January 2022, the SIMC recommended by a majority that the Director General allow the complainant's internal complaint. The majority considered that the internal complaint was well founded and recommended that the complainant be granted the special reimbursement he claimed. In its view, non-reimbursed home care costs should be taken into account when calculating special reimbursement entitlements, since no explicit exclusion to that effect was foreseen in point 2.2 of Chapter 3 of Title II of the General Implementing Provisions for Rule of Application No. 10, in contrast to costs relating to permanent or long-term residence in paramedical and other establishments, referred to in point 1.3 of that chapter. It added that any other interpretation would not be compliant with the principles set out in Article 72(3) of the Staff Regulations and referred to Judgment 2153 of the Tribunal. The minority considered that point 2.2 expressly excluded home care costs from the scope of special reimbursement and questioned the relevance of the majority's reference to Judgment 2153, as it regarded the facts of the present case as substantially different from those at issue in the case that gave rise to that judgment.

On 12 May 2022 the Head of HRS, acting by delegation of the Director General, rejected the internal complaint as unfounded, thus following the SIMC's minority opinion. She stated that, according to Article 24 of Rule of Application No. 10, special reimbursement could only be made when the portion of the costs that was not reimbursed by the health insurance scheme caused financial hardship to the staff member, namely when it exceeded half the monthly basic salary over a 12-month period. She recalled that point 2.2 of Chapter 3 of Title II of the General Implementing Provisions for Rule of Application No. 10 stipulated, *inter alia*, that "[n]on-reimbursed costs shall not be subject to special reimbursement as provided for in Article 24 of Rule of Application No. 10". She considered that, in the complainant's case, the amount of home care costs for which he remained liable did not reach the threshold or meet the conditions for entitlement to special reimbursement under these provisions. That is the decision impugned in the second complaint.

On 13 April 2022 the complainant submitted a further request for special reimbursement to the Director General, which was subsequently corrected on 2 May 2022. It related to the home care costs for which the complainant remained liable, in the same circumstances as previously, for the period from 1 March 2021 to 28 February 2022. As the Organisation did not reply to that request, the complainant impugns before the Tribunal, in his third complaint, the implied decision to reject it.

In his second complaint, the complainant asks the Tribunal to set aside the decision of 12 May 2022, to order that the amount of 17,640.53 euros be taken into account in calculating the costs payable by him when determining special reimbursement for the period from March 2020 to February 2021, and to order Eurocontrol to make the special reimbursement, together with interest for late payment. He also requests an order that the Organisation pay him compensation for the moral injury he considers he has suffered, in an amount quantified at 7,500 euros in his rejoinder, as well as an award of costs.

In his third complaint, the complainant asks the Tribunal to set aside the implied decision to reject his request of 13 April 2022 and to order Eurocontrol to make special reimbursement corresponding to the costs payable by him – in the amount of 25,229.19 euros according to the information contained in a table annexed to his rejoinder – for the period from March 2021 to February 2022, together with interest for late payment. He also seeks compensation for moral injury, in an amount quantified at 1,000 euros in his rejoinder, and an award of costs.

Eurocontrol asks the Tribunal to dismiss both complaints as unfounded.

CONSIDERATIONS

1. This judgment deals with the second and third complaints filed by the complainant, a former staff member of Eurocontrol. He died on 1 June 2024 during the proceedings, but the complaints were maintained by his sons – who duly proved to the Registry that his rights had devolved to them on his death, as provided for in Article II,

paragraph 6(a), of the Statute of the Tribunal. These cases should therefore be decided.

The second complaint is directed against the decision of 12 May 2022 in which Eurocontrol's Head of Human Resources and Services, by delegation of the Director General, rejected the complainant's internal complaint against the decision of 8 July 2021 refusing him special reimbursement for his wife's home care costs from March 2020 to February 2021. It should be noted that the rejection of the internal complaint was contrary to the majority recommendation issued by the Sickness Insurance Management Committee (SIMC) as the competent appeal body in this area, in its opinion dated 14 January 2022.

The third complaint is directed against the implied rejection of the request for special reimbursement that the complainant submitted on 13 April 2022 for expenses of the same type incurred for the period from March 2021 to February 2022.

2. Although the two complaints relate to different sums and periods, they essentially seek the same redress. Moreover, they rest on very similar submissions and raise the same questions of law and similar questions of fact. They will therefore be joined to form the subject of a single judgment.

3. Article 72 of the Staff Regulations governing officials of the Eurocontrol Agency, which establishes the Organisation's Sickness Insurance Scheme, provides, in particular, as follows:

"1. An official [and] his spouse, where such spouse is not eligible for benefits of the same nature and of the same level by virtue of any other legal provision or regulations [...] are insured against sickness up to 80% of the expenditure incurred, pursuant to the provisions of a Rule of Application of the Director General. This rate [...] shall be increased to 100% in cases of tuberculosis, poliomyelitis, cancer, mental illness and other illnesses recognised by the Director General as of comparable seriousness [...]

[...]

2. An official who has remained in the service of the Agency until the pensionable age [...] shall be entitled to the benefits provided for in paragraph 1 above after he has left the service. [...]

[...]

3. Where the total expenditure not reimbursed for any period of twelve months exceeds half the official's basic monthly salary or pension, special reimbursement shall be allowed by the Director General, account being taken of the family circumstances of the person concerned, in the manner provided in the Rule of Application referred to in paragraph 1 above. In particular, expenses which were not reimbursed because they were deemed excessive or related to non-reimbursable products/items shall not give entitlement to special reimbursement."

4. Rule of Application No. 10 concerning sickness insurance cover, adopted pursuant to aforementioned Article 72 of the Staff Regulations, introduced in Article 20 – which sets out “[g]eneral reimbursement rules” – reimbursement ceilings for particular expenses. These ceilings may even apply – for some of them, called “special ceilings” – to expenses that are reimbursed in full, such as those relating to serious illnesses.

Article 24 of Rule of Application No. 10, entitled “Special reimbursement”, lays down – in wording which the Tribunal finds unreasonably complicated – the conditions for the award and the methods of calculation of the special reimbursement provided for in Article 72(3) of the Staff Regulations, in the event that certain expenses remain payable by the scheme member after the ordinary reimbursement rules have been applied.

5. Title II of the General Implementing Provisions for Rule of Application No. 10, adopted on the basis of Article 48 thereof and concerning the rules governing the reimbursement of medical expenses, includes Chapter 3 relating to “[t]reatment associated with dependence on care”.

Point 2 of that chapter, entitled “Carers”, sets out the arrangements for reimbursing “home care”, which is defined as “mainly involv[ing] caring for a patient in his/her own home for several hours a day, or for the entire day and/or night”.

Point 2.2, entitled “Reimbursement”, provides as follows:

“Costs are reimbursed at the rate of 80%, or 100% in the case of serious illness, up to a maximum amount [set, according to the degree of dependence, in a table included in this point] regardless of the number of people providing care.

No reimbursement is made in respect of the carer’s travel expenses, board and lodging, or any other ancillary costs.

Non-reimbursed costs shall not be subject to special reimbursement as provided for in Article 24 of Rule of Application No. 10.”

6. In the present case, the complainant, who was affiliated to Eurocontrol’s Sickness Insurance Scheme in his capacity as a former staff member of the Organisation, was entitled under the aforementioned provisions to partial reimbursement of the costs of the home care necessitated by his wife’s state of health. She suffered from a condition recognised as a “serious illness” by Eurocontrol and had been duly authorised since 2018 to receive services of this kind covered by the Sickness Insurance Scheme up to a limit of 35 hours a week.

Although the rate of reimbursement applicable in case of serious illness was 100 per cent, under the aforementioned provisions the expenditure in question was only reimbursed up to a ceiling, which in this case was set at 3,007.21 euros per month on the basis of various parameters. As the costs of home care actually incurred by the complainant were well above this ceiling, his remaining out-of-pocket expenses for the period from 1 March 2020 to 28 February 2021 amounted to 17,640.53 euros and for the period from 1 March 2021 to 28 February 2022 to 25,229.19 euros – bearing in mind that the latter amount, which was specified in the course of the proceedings, is shown in a table annexed to the rejoinder submitted in connection with the third complaint and was not contested by the Organisation in its surrejoinder.

7. In determining, in the decisions of 8 July 2021 and 12 May 2022 referred to in the second complaint, that the complainant was not entitled to special reimbursement, Eurocontrol relied on the fact that he had not fulfilled the condition, laid down in aforementioned Article 72(3) of the Staff Regulations and reproduced in Article 24 of Rule of Application No. 10, that total expenditure not reimbursed for a

period of twelve months must exceed half the basic monthly pension. That conclusion was itself based on the premise, which is the cornerstone of the Organisation's reasoning, that, in application of aforementioned point 2.2 of Chapter 3 of Title II of the General Implementing Provisions, the costs of home care could not be subject to special reimbursement. It was because it excluded expenses of this kind from the overall calculation of medical expenses not reimbursed to the complainant for the twelve-month period from March 2020 to February 2021 that Eurocontrol, having put the total of those costs at 1,082.15 euros, considered that the threshold corresponding to half the complainant's basic monthly pension had not been reached.

Although the request for special reimbursement – the subject of the third complaint – submitted for the period from March 2021 to February 2022 was only implicitly rejected, it is clear that the Organisation intended to apply the same reasoning to it.

8. The Tribunal considers that, as the complainant rightly maintains, Eurocontrol's position must be declared unlawful on two grounds.

9. Firstly, it must be noted that the Organisation was wrong to consider that the applicable statutory provisions excluded home care costs from the scope of special reimbursement.

10. Under the Tribunal's case law, it is a basic rule of interpretation that words are to be given their obvious and ordinary meaning and that words must be construed objectively in their context and in keeping with their purport and purpose (see, for example, Judgments 4959, consideration 8, 4796, consideration 3, 4066, consideration 7, 4031, consideration 5, or 3744, consideration 8).

Should an ambiguity remain in the relevant provision after this method of construction is applied, the regulations or rules of an international organisation must in principle be construed in favour of the interests of its staff and not those of the organisation itself (see, for example, Judgments 4639, consideration 3, 3539, consideration 8, 3355,

consideration 16, 2396, consideration 3(a), 2276, consideration 4, or 1755, consideration 12).

11. In the present case, the parties dispute the correct interpretation of the provisions – cited in consideration 5 above – of point 2.2 of the General Implementing Provisions.

According to the complainant, the “non-reimbursed costs” referred to in the third paragraph of that point, which specifies that they are not subject to special reimbursement, are the same costs mentioned in the second paragraph for which “[n]o reimbursement is made”. This would concern only the “carer’s [...] ancillary costs” referred to in the second paragraph, and not the costs of the home care services themselves, which clearly are not ancillary.

By contrast, Eurocontrol submits that the “non-reimbursed costs” referred to in the third paragraph are the costs which have not been reimbursed under the rules laid down in the first paragraph. In its view, the third paragraph is intended to exclude all home care costs from the scope of special reimbursement.

12. In support of his argument, the complainant submits that the first and second paragraphs seek to define respectively “what is reimbursable” and “what is not reimbursable”, so that the reference to non-reimbursed costs in the third paragraph must be understood as referring to the costs mentioned in the second paragraph. He also notes that, while point 1.3 of Chapter 3 of Title II of the General Implementing Provisions, relating to “[p]ermanent or long-term residence in paramedical and other establishments”, expressly excludes “costs payable by scheme members” from the scope of special reimbursement for that other type of treatment associated with dependence on care, an equivalent reference is not included in point 2.2, which is worded differently in this respect.

In support of its interpretation, the Organisation contends that, since the second paragraph of point 2.2 provides that the carer’s ancillary costs are not reimbursable and that, according to Article 72(3) of the Staff Regulations, non-reimbursable items may not give

entitlement to special reimbursement, there is no need for the third paragraph to specify that such costs are likewise excluded. It follows that the third paragraph can only be understood as referring to the costs payable by the scheme member after the conditions for reimbursement set out in the first paragraph have been applied.

13. The Tribunal considers that the regrettable lack of clarity of the provisions of point 2.2 does not allow it to rule with certainty on this question of interpretation. As can be seen from the division among SIMC members on this issue, reflected in that body's opinion, the applicable provision is ambiguous. It follows that, in accordance with the case law recalled in consideration 10 above, the interpretation of point 2.2 favourable to the complainant's interests must prevail as a matter of principle.

14. Secondly, and even more fundamentally, it should be pointed out that, if aforementioned point 2.2 were to be interpreted as excluding any special reimbursement of costs incurred for home care, it would be unlawful because it would contravene the provisions of Article 72 of the Staff Regulations.

15. Indeed, the Tribunal has already held that Article 72(3), in providing that "[w]here the total expenditure not reimbursed for any period of twelve months exceeds half the official's basic monthly salary or pension, special reimbursement shall be allowed by the Director General", establishes a safeguard for staff meaning that, when this condition is met, members of the Sickness Insurance Scheme are entitled to special reimbursement of medical expenses for which they remain liable. The Tribunal inferred from this that, while the provisions adopted to implement Article 72 may limit the amount of special reimbursement granted or exclude expenses not related to medical treatment, they cannot lawfully exclude all special reimbursement for costs relating to medical treatment. The Tribunal considered that a provision to that effect would breach a higher-ranking rule, namely Article 72(3) of the Staff Regulations, in that it would rob that rule of its meaning and would, moreover, thereby exceed the scope of the

authority conferred on the Director General to issue rules for the implementation of that article (see Judgments 2155, consideration 6, 2154, consideration 6, and 2153, consideration 15).

Home care, as defined in aforementioned point 2 of Chapter 3 of Title II of the General Implementing Provisions, goes beyond merely assisting the patient in performing the essential activities of daily living and includes administration of nursing care. It must therefore be regarded as medical treatment within the meaning of the case law. Furthermore, the Organisation is wrong to contend that the approach adopted by the Tribunal in aforementioned Judgments 2155, 2154 and 2153 applies only in “very specific cases of one-off treatment [...] which is fundamentally different”^{*} from the treatment in question here. The majority of the SIMC was therefore right to consider that, in the light of this case law, aforementioned point 2.2 could not in any event lawfully exclude such services from the scope of special reimbursement.

16. It is true that, since the events that gave rise to the aforementioned judgments, Article 72(3) of the Staff Regulations has been amended with effect from 1 March 2009 by the addition of a final sentence – included in the version quoted in consideration 3 above – to the effect that: “In particular, expenses which were not reimbursed because they were deemed excessive or related to non-reimbursable products/items shall not give entitlement to special reimbursement.”

However, the limitation of the scope of the special reimbursement that Eurocontrol sought to introduce by this amendment has no bearing on the outcome of the present dispute.

Firstly, the “expenses [...] deemed excessive” referred to in the new sentence are, according to the definition in the General Implementing Provisions, which refers to Article 20(2) of Rule of Application No. 10, “costs deemed excessive by comparison with normal costs in the country where the costs have been incurred”. Eurocontrol does not allege that the home care costs incurred on behalf of the complainant’s wife were excessive within the meaning of that definition and, according to the

^{*} Registry’s translation.

provisions at issue, that concept applies only in the absence of a reimbursement ceiling, which is not the case here.

Secondly, home care is plainly not one of the “non-reimbursable [...] items” referred to in the last sentence of Article 72(3) since it is eligible for reimbursement – up to the applicable ceiling – pursuant to Article 72(1) and Article 20 of Rule of Application No. 10.

None of the exceptions provided for in respect of the duty to provide special reimbursement are applicable here.

17. Eurocontrol contends that the costs of home care – like, more generally, all costs associated with dependence on care – place a particularly heavy burden on the Sickness Insurance Scheme, which, in its view, justifies their exclusion from the scope of special reimbursement in order to preserve the Scheme’s financial equilibrium. However, this argument, which, in the light of the Organisation’s submissions, appears to rest on the idea that treatment associated with dependence on care should more appropriately be covered by a separate social insurance scheme, cannot be accepted.

Firstly, this line of argument overlooks the fact that, as already stated, home care must be regarded as medical treatment – it being observed that the home care at issue in the present case was specifically required as a result of a duly recognised serious illness. Moreover, the policy considerations advanced by the Organisation regarding the cost of such treatment obviously cannot prevail over the applicable rules of law. If Eurocontrol considered that it should exclude the costs of home care from the scope of special reimbursement – and, *a fortiori*, if it intended to remove treatment associated with dependence on care from the Sickness Insurance Scheme – it had to amend Article 72 of the Staff Regulations accordingly or, if appropriate, adopt the necessary measures to provide for coverage of treatment of this type under a separate scheme.

Since these observations are sufficient in themselves to dispose of the Organisation’s arguments in this regard, it is unnecessary to consider whether, as the complainant submits, reimbursement of home care costs in fact accounts for only a marginal share of the Sickness

Insurance Scheme's expenditure. It follows that there is also no need to rule on the Organisation's request that the statistical data produced by the complainant, which it regards as confidential, be disregarded.

18. It follows from the foregoing that the decision of Eurocontrol's Head of Human Resources and Services of 12 May 2022, together with the decision of 8 July 2021 and the implied decision rejecting the complainant's request submitted on 13 April 2022, must be set aside, without it being necessary to rule on the other pleas raised against them.

19. As a consequence of that setting aside, Eurocontrol must be ordered to pay the sums, which it will be for the Organisation to calculate, corresponding to the special reimbursements which the complainant should have received in respect of home care costs for which he was liable, amounting to, firstly, 17,640.53 euros and, secondly, 25,229.19 euros for the periods from 1 March 2020 to 28 February 2021 and from 1 March 2021 to 28 February 2022, respectively.

These sums will bear interest at the rate of 5 per cent per annum from the date of submission of the request for each of the special reimbursements in question, that is 17 June 2021 for the sum due in respect of the first period and 13 April 2022 for the sum due in respect of the second period, until the date of their payment.

20. In each complaint, the complainant sought an award of moral damages on account of Eurocontrol's conduct towards him.

Insofar as they are based on the Organisation's alleged malice, these claims cannot be upheld. While some actions taken with regard to the complainant in the course of dealing with his case may appear unfortunate, there is nothing to show that they resulted from malice. Moreover, the complainant's contention that he was subjected to systematic hostility by the Administration is refuted, *inter alia*, by the fact – referred to by the Organisation and acknowledged by the complainant himself – that until February 2020 he wrongly received full reimbursement of home care costs, but no overpayment was

claimed from him when Eurocontrol became aware of the failure to apply the statutory ceiling to those costs.

21. By contrast, the Tribunal considers that the complainant is justified in also submitting that the internal appeal proceedings relating to the decision contested in his second complaint were not conducted with due diligence. A period of almost eight months elapsed between the submission of his internal complaint on 20 September 2021 and the notification of the decision thereon on 12 May 2022, half of which the Tribunal notes is attributable to the fact that the Head of Human Resources and Services unduly delayed deciding on the internal complaint after receipt of the SMIC's opinion. While such a delay is not unreasonable in absolute terms, it nonetheless appears excessive in the particular circumstances of the case, where the complainant's advanced age – 77 at the material time – and the very considerable financial burden placed on him by the costs in dispute required the Organisation to handle his appeal with greater speed.

In addition, the complainant is also justified in submitting that Eurocontrol's failure to reply to the request for special reimbursement that he submitted on 13 April 2022, the implicit rejection of which is challenged in his third complaint, reveals, in view of those particular circumstances, a breach by the Organisation of its duty of care towards him.

In the light of these considerations, the Tribunal finds that fair compensation will be made for the moral injury caused by the impugned decisions by ordering Eurocontrol to pay, under this head, compensation of 3,000 euros.

22. As the complaints are allowed, the Organisation will be ordered to pay costs, which – in view of the way the complainant was represented before the Tribunal – will be set at the total sum of 4,000 euros for the two cases.

DECISION

For the above reasons,

1. The decision of Eurocontrol's Head of Human Resources and Services of 12 May 2022, as well as the decision of 8 July 2021 and the implied decision rejecting the request submitted by the complainant on 13 April 2022, are set aside.
2. Eurocontrol shall pay to the complainant's estate the sums due to him by way of special reimbursements, together with interest, as indicated in consideration 19, above.
3. The Organisation shall pay moral damages of 3,000 euros to the complainant's estate.
4. It shall also pay it the total sum of 4,000 euros in costs.
5. All other claims are dismissed.

In witness of this judgment, adopted on 21 May 2025, Mr Patrick Frydman, President of the Tribunal, Mr Jacques Jaumotte, Judge, and Mr Clément Gascon, Judge, sign below, as do I, René M. Vargas M., Registrar.

Delivered on 3 July 2025 by video recording posted on the Tribunal's Internet page.

(Signed)

PATRICK FRYDMAN JACQUES JAUMOTTE CLEMENT GASCON

RENÉ M. VARGAS M.