

هيئة الصحة - أبوظبي  
HEALTH AUTHORITY - ABU DHABI



## Book 2: Health Insurance

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Book 2: Health Insurance

Law No. (23) of 2005 Concerning Health  
Insurance in the Emirate of Abu Dhabi  
and the Implementing Regulation

Chairman of the Executive Council  
Decision No. (25) of 2006 Issuing the  
Implementing Regulation of Law No. (23) of 2005  
Concerning Health Insurance in the Emirate of  
Abu Dhabi

Chairman of the Executive Council Decision No. 83  
of 2007 Concerning the Implementation of Health  
Insurance in respect of Nationals and the Like in  
the Emirate of Abu Dhabi

Chairman of the Executive Council Decision No. 47  
of 2008 Amending some Provisions of Decision No.  
25 of 2006 Issuing the Implementing Regulation of  
Law No. 23 of 2005 Concerning Health Insurance in  
the Emirate of Abu Dhabi

Resolution No. (CO-014/10) Amending Certain  
Provisions of Resolution No. (25) of 2006  
Issuing the Regulations of Law No. (23) of 2005  
Regarding Health Insurance in The Emirate of  
Abu Dhabi

Resolution No. (CO-19/10) Amending Certain  
Provisions of Resolution No. (25) of 2006  
Issuing the Regulations of Law No. (23) of 2005  
Regarding Health Insurance in The Emirate of  
Abu Dhabi



**Law No. (23) of 2005 Concerning Health  
Insurance in the Emirate of Abu Dhabi  
and the Implementing Regulation**

# Law No. (23) of 2005 Concerning Health Insurance in the Emirate of Abu Dhabi and the Implementing Regulation

We, Khalifa Bin Zayed Al Nahyan, Ruler of Abu Dhabi,

Upon consideration of Law No. (1) of 1974 reorganizing the government structure in the Emirate of Abu Dhabi, as amended;  
And Law No. (2) of 1971 concerning the National Consultative Council, as amended;

And Law No. (8) of 2001 establishing the General Authority for Health Services for the Emirate of Abu Dhabi;  
And Law No. (1) of 2004 issuing the Civil Service Law of the Emirate of Abu Dhabi;

And Federal Law No. (5) of 1985 issuing the Civil Transactions Law, as amended;

And Federal Law No. (8) of 1980 concerning Labor Relations, as amended;

And Federal Law No. (9) of 1984 concerning Insurance Companies and Agents, as amended;

And Federal Law No. (21) of 2001 concerning the Civil Service Law in the Federal Government;

And based upon the proposal to the Executive Council and the Council's approval thereof;

Have promulgated the following Law:

# Chapter I

## Definitions

### Article 1

The following words and expressions shall have the meanings set forth opposite each one, unless the context indicates otherwise:

The State	: The United Arab Emirates (UAE)
The Emirate	: The Emirate of Abu Dhabi
The Executive Council	: The Executive Council of the Emirate of Abu Dhabi
The Authority	: The General Authority for Health Services for the Emirate of Abu Dhabi
The UAE National	: A person holding the UAE citizenship
The Non-UAE National Resident	: A person not holding the UAE citizenship and is working, within the limits of the Emirate of Abu Dhabi, for any kind of pay or sponsored by a natural or corporate person within the Emirate
The Employer	: A natural or corporate person who, within the limits of the Emirate, hires employees or workers for any kind of pay.
The Sponsor	: A person sponsoring a non-UAE National resident.
The Insurer	: An insurance company operating in the State and licensed by the Authority to provide health insurance services
The Insurance relationship	: The contractual relationship between the licensed insurers and the employer or sponsor for providing medical treatment services to the insured.

- The Insured : The person having been insured through the health insurance scheme
- The Health Insurance : The healthcare service given by Healthcare Providers through health centers to the Insured under a health insurance policy
- Healthcare Provider : Government or private health centers licensed by the Authority to provide healthcare services.
- Health Insurance policy : A contract entered into between the employer or sponsor with the Insurance for providing health insurance service to the Insured

## Chapter II Applicability

### Article 2

Pursuant to the provisions hereof, the health insurance scheme shall apply to non-UAE national residents and their families in the Emirate of Abu Dhabi.

It may also apply to UAE nationals in the Emirate by a resolution of the Executive Council.

The Implementing Regulation of this Law shall set out the health insurance provisions applicable to visitors who are sponsored by their relatives.

## Article 3

The following categories shall be exempted from the health insurance scheme:

1. employees of establishments and companies operating in the Emirate and having their own medical facilities, which are licensed by the Authority to provide medical treatment services, provided that they are exempted by a decision of the Authority;
2. non-UAE national women married to UAE nationals;
3. children of UAE national women married to non-UAE nationals;
4. Arrivals in the Emirate on tourist visa;
5. other categories that are exempted by a decision of the Authority, after approval of the Executive Council.

## Article 4

Subject to articles (2) and (3) hereof, subscription to the health insurance scheme is compulsory for non-UAE nationals and their families who are residing in the Emirate, and optional for others.

## Article 5

The Employer shall undertake to provide health insurance coverage for all his employees/workers and their family members including an employee's/worker's wife and three children under 18 years of age. Every sponsor shall undertake to provide insurance coverage for those sponsored by him who are not covered by the Employers, as of the date of arrival in the State. A non-UAE national may not obtain a residence permit or renewal thereof, nor may he be employed, unless after enrollment into the health insurance scheme.



## Chapter III

# Health Insurance Companies

### Article 6

Companies that are licensed by the Authority to operate in the health insurance field shall provide services to non-UAE national residents and their families, as well as others requiring such services.

The Implementing Regulation shall set out the terms and conditions of licensing.

### Article 7

Health insurance companies shall pay the Healthcare Services Providers the costs of the medical services provided to the Insured.

### Article 8

Health insurance companies may not own, manage or co-manage therapeutic establishments or provide any therapeutic services. Healthcare Services Providers may not own, manage or co-manage these companies.

# Chapter IV

## Healthcare Services Providers

### Article 9

Government and private healthcare facilities shall provide medical treatment services to the Insured under the health insurance scheme. Private healthcare facilities may not provide these services unless they are licensed by the Authority, which shall monitor the services provided by these facilities under the Health Insurance scheme.

The Implementing Regulation shall specify the facilities where the Insured should be treated.

### Article 10

Healthcare Services Providers shall provide services in accordance with the applicable professional and ethical standards and the recognized medical practices, with due consideration for the scientific progress realized in this regard.

### Article 11

In emergency cases, Healthcare Services Providers shall first provide medical treatment to the Insured and then seek reimbursement of incurred costs from the insurers.

# Chapter V

## Medical Treatment Services

### Article 12

The Compulsory Health Insurance scheme herein shall include the provision of the following medical treatment services:

1. Medical examination, treatment and primary healthcare provided in clinics and medical centers by general practitioners and specialist doctors;
2. laboratory tests and x-rays;
3. in-patient stay and hospital treatment;
4. regular dental and gum treatment excluding orthodontics and dentures;
5. medications required to treat a case;
6. Accommodation charges of one escort in critical cases.

The Authority may, after approval of the Executive Council, delete or add other services whenever necessary. The Implementing Regulation shall specify for the Authority the type of medical treatment services to be provided to the Insured.

### Article 13

The health insurance scheme shall not cover the following medical treatment services:

1. self-inflicted injuries;
2. diseases caused by the use of performance-enhancement drugs or tranquilizers without medical prescription, or the consumption of alcohol, drugs or the like;
3. plastic surgery, unless necessitated by a serious consequential injury;

4. overall medical examinations, preventive vaccinations, drugs and media not necessitated by a medical treatment covered under the insurance policy;
5. pregnancy and delivery treatment for women enrolled as unmarried in the scheme;
6. recreational treatment and physical fitness programs;
7. occupational diseases or injuries resulting directly from the Insured's occupation (occupational injury);
8. treatment of venereal diseases that are sexually transmitted as medically recognized;
9. expenses of medical treatment of post-HIV diagnosed cases;
10. all expenses connected with dental implants, dentures, permanent or removable bridges and orthodontics, except as a result of external violent occurrences;
11. optometric and audiometric testing and audio/visual aids, unless ordered by the attending physician;
12. expenses of transporting the insured by transport means other than local licensed ambulances;
13. treatment of hair fall, hair loss or artificial hair;
14. psychiatric treatment or treatment of mental or nervous disorders other than acute cases;
15. sensitivity tests of whatever nature other than those related to medication, diagnosis or treatment;
16. devices, media, drugs, procedures or hormone treatment for the purpose of birth control, contraception, conception or the treatment of infertility, sexual impotence, lack of fertility, In Vitro fertilization or any other means of artificial fertilization;
17. treatment of any pre-insurance congenital deficiency or defect that is not life-threatening;
18. organ transplants;
19. medical cases requiring treatment abroad.

Without prejudice to Article 12 herein, the Authority may, after approval of the Executive Council, add or delete other services as necessary.

## Chapter VI

### Health Insurance policies

#### Article 14

The Implementing Regulation shall set out the methods of contracting between the health insurance companies and Healthcare Services Providers, provided that they shall include the following elements:

1. Scope of services, price caps and cost of services;
2. Deductible paid by the insured upon each visit;
3. methods for settlement of disputes and indemnities arising from breach of contracts or insurance policies.

In all events, these contracts shall be subject to the Authority's control.

#### Article 15

The Authority's government healthcare facilities may contract directly with the Insurers for providing the Insured with medical treatment services, whether or not they are covered under the medical insurance scheme.

## Article 16

The Authority shall approve the value of the compulsory Health Insurance Policy. The Insurers shall provide the Insured with insurance cards and guidelines as to the scope and limits of the medical coverage, and types of medical treatment that are covered or excluded under the policy.

## Article 17

Medical treatment services, other than those listed in the compulsory health insurance policy, may be added through other optional insurance policies whose type and conditions are to be agreed between the Insurers and Healthcare Services Providers.

## Article 18

The Authority shall approve the prices of the medical treatment services offered by Healthcare Services Providers, whether governmental or private, and such prices shall be final and may not be changed during the validity of the policy.

## Article 19

The provision of medical treatment services shall commence on the start date of the insurance policy, and shall cease upon the death of the Insured or the expiry of the policy.

## Article 20

If the Insurer or Insured is in breach of the Insurance Policy, or if false declaration is made by either of them, the breaching party shall pay the costs of the medical treatment services provided to the Insured, in accordance with the prices of medical treatment services prescribed for non-holders of the Health Insurance Policy.

## Chapter VII

### General provisions

#### Article 21

The medical files and all related data of the Insured shall be confidential, shall not be disclosed to any third party and shall be maintained by the Healthcare Services Providers for two years from the date of the last treatment. The Insurers, third parties or the Insured may not take possession of these files. Judicial and other authorities as determined by law shall be exempted from this restriction.

#### Article 22

The General Authority for Health Services for the Emirate of Abu Dhabi shall be the competent body to oversee the implementation of this Law. The Authority will issue any required decisions in this regard, after approval of the Executive Council.

#### Article 23

The Minister of Justice shall, in coordination with the Chairman of the Authority, issue a decision naming some officials of the Authority as investigation officers with judicial capacity. These officers will inspect the facilities that are licensed to operate under the Health Insurance Scheme in order to verify their compliance with the laws.

#### Article 24

1. Any employer or sponsor who refrains from subscribing to the health insurance scheme or renewing the health insurance policy

is punishable by a fine of not less than Dhs. 300 (three hundred) for each month not subscribed for in the health insurance policy. This penalty will be compounded corresponding to the number of persons involved.

2. Subject to para '1' hereinbefore, and without prejudice to any stiffer penalty as stipulated by any other law, anyone who violates this Law is punishable by a fine of not less than Dhs. 5,000 (five thousand) and not more than Dhs. 20,000 (twenty thousand).

## Article 25

The Executive Council shall issue the Implementing Regulation of this Law based upon the proposal of the General Authority for Health Services for the Emirate of Abu Dhabi.

## Article 26

Any provision contrary to the provisions of this Law or its Implementing Regulation is repealed.

## Article 27

This Law shall be published in the official gazette and come into effect after four months from the date that it is published.

**Khalifa Bin Zayed Al Nahyan**  
**Ruler of Abu Dhabi**

Issued by us in Abu Dhabi  
Date: 10th September 2005  
Corresponding to: 06 Shaaban 1426 H.



**Chairman of the Executive Council  
Decision No. (25) of 2006 Issuing the  
Implementing Regulation of Law No.  
(23) of 2005 Concerning Health  
Insurance in the Emirate of Abu Dhabi**

# Chairman of the Executive Council Decision No. (25) of 2006 Issuing the Implementing Regulation of Law No. (23) of 2005 Concerning Health Insurance in the Emirate of Abu Dhabi

We, Mohammed Bin Zayed Al Nahyan, Crown Prince, Chairman of the Executive Council,

Upon consideration of Law No. (1) of 1974 reorganizing the government structure in the Emirate of Abu Dhabi, as amended;

And Law No. (8) of 2001 establishing the General Authority for Health Services for the Emirate of Abu Dhabi;

And Law No. (23) of 2005 concerning Health Insurance in the Emirate of Abu Dhabi;

And Federal Law No. (8) of 1980 concerning Labor Relations, as amended;

And Emiri Decree No. (39) of 2005 establishing the National Health Insurance Company (joint stock company),

And based upon the proposal to the Executive Council and the Council's approval thereof;

Have issued the following Decision:

## Article 1

The provisions attached hereto, in respect of the Implementing Regulation of Law No. (23) of 2005 concerning Health Insurance in the Emirate of Abu Dhabi, shall be implemented.

## Article 2

This Decision shall come into effect on the date that it is issued, and shall be published in the official gazette.

**Mohammed Bin Zayed AL Nahyan**  
**Crown Prince**  
**Chairman of the Executive Council**

Issued by Us in Abu Dhabi

Date: 04 June 2006

Corresponding to: 08 Jumada I, 1427 H

# Implementing Regulation of Law No. (23) of 2005 concerning Health Insurance in the Emirate of Abu Dhabi

## Chapter 1

### Definitions

#### Article 1

In applying the provisions of this Regulation, the following words and expressions shall have the meanings set forth opposite each one, unless the context indicates otherwise:

State	: United Arab Emirates.
Emirate	: Emirate of Abu Dhabi.
Executive Council	: Executive Council of the Emirate of Abu Dhabi.
Health Insurance Law	: Law No. (23) of 2005 concerning Health Insurance in the Emirate of Abu Dhabi.
Authority	: The General Authority for Health Services for the Emirate of Abu Dhabi.
Authorised Health Insurance Company	: A national or foreign insurance company which is licensed and authorised to carry on the business of health insurance in the State, and which is licensed by the Authority to provide health insurance in accordance with the Health Insurance Scheme.

- Authorised Healthcare Providers** : Government or private healthcare facilities comprising Hospitals, Medical Centres, Clinics, Laboratories, Diagnostic Centres, Rehabilitation Centres and Pharmacies, which are licensed by the Authority to provide Healthcare Services in the Emirate with respect to medical insurance.
- Co-payment or Deductible** : An amount or percentage sum required to be paid by the Insured at the time of requesting a test or treatment which is covered under the insurance policy, or at the time of receiving medicine or undergoing medical tests.
- Employer** : Any natural or corporate person employing expatriate residents in the Emirate of Abu Dhabi including expatriate residents on work or residence permits.
- Basic Health Insurance Policy** : The Health Insurance Policy according to which basic healthcare services are offered to the categories set out in the Regulation.
- Enhanced Health Insurance Policy** : The Health Insurance Policy according to which basic healthcare services are offered, in addition to other healthcare services which the Insured desires to add to the basic healthcare services in accordance with the Regulation.

Insured	: Any person insured under a Health Insurance Policy in accordance with the Health Insurance Law.
Expatriate Resident	: Any non-UAE National who has entered the Emirate of Abu Dhabi for the purpose of work or residence under a permanent or temporary work or residence permit issued by the State. The term “Expatriate Resident” shall also include the resident families and dependants of the Expatriate Resident who enter the Emirate for the purpose of residence.
Sponsor	: Any natural or corporate person sponsoring an Expatriate Resident for the purpose of residence or work in the Emirate, whether temporarily or permanently.
Health Insurance Scheme	: The executive and procedural scheme and the obligations arising from the Health Insurance Law and its Implementing Regulation according to which the concerned parties shall operate.
UAE National	: A natural person holding the nationality of the State in accordance with applicable laws.
Risk Assessment Criteria	: The physical condition of the Insured, including age, gender, nationality, occupation, state of medical and mental health, for the purpose of determining the scope of insurance cover and the levels of premium to be charged.

- Healthcare Services Provision Agreement : An agreement entered into between an Authorised Healthcare Services Provider and an Authorised Health Insurance Company setting out the terms and conditions pursuant to which the Authorised Healthcare Provider will provide Healthcare Services to the Insured in accordance with the Health Insurance Scheme.
- Exempted Person : Any person compelled to enrol in the Basic Health Insurance Scheme under the Health Insurance Law but is exempted from all or part of the Basic Health Insurance Scheme pursuant to an enforceable exemption decision.
- Excluded Healthcare Services : A list of exclusions from basic healthcare services cover that are offered under the Enhanced Health Insurance Policy as set out in Schedule No.( 2).
- Healthcare Services Outside the Scope of Health Insurance Broker : The list of services set out in the attached Schedule No. (3).
- Healthcare Services Outside the Scope of Health Insurance Broker : Any natural or corporate person authorized by the concerned authorities in the State to operate in the field of insurance brokerage, and licensed by the Authority to operate as a broker for the marketing, brokerage or sale of a Health Insurance Policy for remuneration or commission whether payable by an Authorised Health Insurance Company, an Insured, or an Insurer.

Third Party Administrator	: Any company licensed to carry on insurance claims administration in the Emirate.
Premium	: A cost payable by the Insured for obtaining a Health Insurance Policy.
Violation Notice	: A notice issued by the Authority to any person or body specifying details of a violation by that person or body of the Health Insurance Law or its Implementing Regulation.
Medical Emergency	: Any injury suffered by the Insured as a result of a sudden accident that was not brought about by the Insured, or an urgent health condition requiring an immediate medical intervention.
Complaint	: A written complaint against lack of fulfilment of an obligation arising from the Health Insurance Scheme which is lodged with the Authority pursuant to this Regulation.
Basic Healthcare Services	: The minimum level of Healthcare Services, as set out in Schedule 1 hereto, which must be provided to the Insured under any health insurance policy authorised under this Regulation.



## Chapter 2

### Authority

#### Article 2

The Authority shall lay down policies, procedures and standards required for the implementation of the Health Insurance Law and its Implementing Regulation, with which Health Insurance Companies, Healthcare Providers, Employers, Sponsors and the Insured must comply and act accordingly, and shall, in particular, perform the following:

- implement, co-ordinate and oversee the Health Insurance Scheme;
- license and oversee the activities of Authorised Healthcare Services Providers, Authorised Insurance Companies, Brokers and Insurance Claims Administration Companies;
- set and collect fees for the licensing of Authorised Healthcare Services Providers, Authorised Insurance Companies, Brokers and Insurance Claims Administration Companies, and set and collect fines for violations of the Health Insurance Scheme;
- approve mechanism for the invoicing, payment and settlement of entitlements arising from the implementation of the Health Insurance Scheme;
- determine standards, conditions and procedures to be met by Healthcare Services Providers, Health Insurance Companies, Brokers and Insurance Claims Administration Companies (third

partner) desiring to operate in the Health Insurance Scheme;

- develop, implement and oversee policies and procedures for the settlement of complaints and disputes;

- oversee the scope of services and the cost of health insurance policies;

- prepare necessary forms and declarations to implement the Health Insurance Scheme;

- approve and oversee the costs of healthcare services covered under the Basic Healthcare Insurance Policy;

- oversee the costs of healthcare services covered under the Enhanced Healthcare Insurance Policy;

- appoint and monitor the authorised judicial officers, and work with federal and local government and quasi-government authorities, establishments and corporations and the private sector establishments to ensure compliance with the Health Insurance Law and its Implementing Regulation;

- conduct investigations as appropriate in association with other federal and local government authorities establishments to ensure that the Health Insurance Scheme is implemented in accordance with the Health Insurance Law and its Implementing Regulation;

- report to the Executive Council with recommendations in respect of all matters concerning the Health Insurance Scheme;

- conduct studies and researches as appropriate to update the Health Insurance Scheme; and

- perform any other duties within the scope of the Health Insurance Scheme.

## Article 3

In carrying out its functions, the Authority shall endeavour to achieve the following objectives:

- adopting an effective and competitive policy in the field of health insurance;
- protecting the interests of all participants in the Health Insurance Scheme;
- ensuring the optimal utilisation of health insurance premiums for the level of benefits covered under the Health Insurance Scheme;
- promoting the safety of all participants in the Health Insurance Scheme; and
- issuing periodicals explaining the authority's policies, guidelines and procedures with respect to the implementation of the Health Insurance Scheme.

## Part 3

### Health Insurance Scheme

#### Scope of Application and Exemption

## Article 4

1. The Health Insurance Scheme sets out the requirements that

must be made available to all Expatriate Residents in the Emirate in order to obtain the Basic Healthcare Services as set out in Schedule 1 attached hereto.

2. Health Insurance shall cover the following categories:

- Expatriate Residents in the Emirate either for work or residency; and
- persons sponsored by an Expatriate Resident in the Emirate;

3. The following categories shall be exempted from the implementation of the Health Insurance Scheme but will continue to receive healthcare under the Health Card System approved by the Authority:

- UAE Nationals;
- a non-UAE National wife of a UAE National;
- children of a UAE National female married to a non-UAE National;
- nationals of the GCC countries residing in the Emirate;
- holders of the State's passport residing in the Emirate during the validity of the passport;
- residents of the Emirate who have been granted the citizenship of the State by a federal decree, but who have not been issued with a family book;
- every person granted an exemption by the Authority from

all or part of the requirements of the Health Insurance Scheme; and

- any other categories excluded from the application of the Health Insurance Scheme by decisions of the Authority after approval by the Executive Council.

4. The Executive Council may issue a decision for the application of the Health Insurance Scheme to the excluded categories. These categories may subscribe to the Health Insurance Scheme.

5. Non-residents or workers (UAE national/non-UAE national) in the Emirate may subscribe to the Health Insurance Scheme for insurance policies other than the Basic Health Insurance Policy.

6. Sponsors shall subscribe to the Health Insurance Scheme, under the appropriate insurance policy, for persons entering the State on their sponsorship on a visit visa in the event that their stay in the State exceeds two months.

7. Persons issued with a health card by the Authority before 1 July 2006 (for federal or local government or quasi-government sectors and private sector companies with a workforce of more than 1000 workers) and before 1 January 2007 (for all other categories) will be excluded from subscription to the Health Insurance Scheme throughout the validity of their health cards.

## Article Five

1. Any natural or corporate person, compelled to provide mandatory health insurance to himself or to others under the Health Insurance Scheme, may submit a written application on the prescribed form to the Authority for exemption from all or some of

the Basic Healthcare Services.

2. The application for exemption must include the following:

- applicant's particulars;
- Basic Healthcare Services that the applicant is compelled to provide;
- complete details of healthcare services available to the applicant; and
- complete details of healthcare services to be exempted from.

3. The Authority shall investigate the extent to which the applicant is able to provide basic healthcare services.

4. The Authority may request the applicant to provide any additional information it may deem necessary, and it may request an inspection of the applicant's healthcare facilities.

5. After approving the exemption, the Authority shall provide the applicant with a certificate of exemption setting out the extent and scope of the requested exemption.

6. The certificate of exemption issued in accordance with this Article shall be valid for a period not exceeding 12 months, and the applicant shall renew the certificate of exemption annually on the form prescribed by the Authority.

7. The Authority shall notify the concerned parties in the Emirate of all exemptions granted in accordance with this Regulation.

8. The Authority shall lay down the standards and conditions to be met by healthcare facilities which are owned by establishments and companies operating in the Emirate, in order that they be exempted from all or part of the Health Insurance Scheme.

## **Part4**

# **Health Insurance Documents and Proof of the Insured's Income Threshold**

## **Article 6**

1. Health insurance policies are the policies according to which the minimum Basic Healthcare Services as set out under Schedule No. 1 are provided, and any other Excluded Healthcare Services that the Insured chooses to obtain.

2. Health insurance policies are divided into three types as under:

(a) Basic Health Insurance Policy that is available only to the following two categories:

- persons with limited income, and their dependants who are receiving a total salary of less than:  
AED 3,000 monthly with accommodation; or  
AED 4,000 monthly without accommodation.

- dependents of an Expatriate Resident who are not covered by the Employer's health insurance.

(b) Health Insurance Policy for urgent cases for the following two categories:

- persons entering the Emirate on a visit visa;
- children sponsored by a father or mother who are not permanently residing in the State, provided that authenticated documents are presented in confirmation thereof.

(c) Enhanced Health Insurance Policy which is available to all categories.

3. Other healthcare services may be added to the basic healthcare services set out in Schedule No. 1, provided that the cost of these additions is agreed by the Insured, the Authorised Health Insurance Companies and the Authorised Healthcare Providers.

4. The Health Insurance Policy shall be valid for one calendar year. Refund of Premiums paid in respect of the Basic Health Insurance Policy may not be recovered after the signing of the Basic Health Insurance Policy. With respect to the Enhanced Health Insurance Policies, the Insured and the the Health Insurance Companies shall agree on the cases, conditions and procedures whereby a refund of Premiums paid may be recovered.

5. The premium for the Basic Health Insurance Policy will be determined by decision of the Executive Council upon the request of the Authority.

6. Every Health Insurance Policy shall include the following details:

- Basic Healthcare Services as set out in Schedule 1, as a minimum;



- Excluded Healthcare Services as set out in Schedule 2;
- Any Excluded Healthcare Service that the insurer chooses to add to the Basic Healthcare Services;
- CO-payment or Deductible that may be payable by the Insured with respect to any requested tests or healthcare covered under the health insurance policy, medicine or medical tests.
- The maximum amounts in respect of healthcare services that are covered by the Health Insurance Company under the Health Insurance Policy;
- List of Excluded Healthcare Services;
- Procedures for examination of complaints and settlement of disputes.

7. Health insurance policies for visitors and non-resident dependent children covers provision of healthcare services in medical emergencies only, and the Premium thereof will be determined on the basis of the duration of the visit or stay in the State in accordance with market rates.

8. Any Health Insurance Policy shall include a statement as to the exemptions granted with respect to Basic Healthcare Services and a reduction of the Premium in proportion to the approved exemptions.

9. Health Insurance Policies will be drafted in Arabic and will be translated into English. The Arabic text is the official text which will take precedence in the event of any dispute.

10. Major, high-cost medical conditions suffered by the Insured (who is entering for the first time for residence or work, or residing in the Emirate and not in possession of a valid health card) may not be treated under the basic Health Insurance Policy unless after a six- month period has elapsed since the date of commencement of insurance policy. The Authority shall specify the types of these conditions.

11. Health insurance policies issued before this Regulation came into effect will continue to be valid for the duration of the Health Insurance Policy or for a period of one year from the date of coming into effect of this Regulation, whichever is less, and may be renewed on the terms set out in the Health Insurance Scheme.

12. Authorised Insurance Companies shall provide the Insured with cards showing details of the Health Insurance Policy.

13. An Authorised Health Insurance Company shall issue a renewal notice 30 days prior to the expiry of a Health Insurance Policy, specifying the Premium payable and any change in the new policy.

14. It is a precondition that the Insured be fit for work or residence before subscribing to the Health Insurance Scheme.

## Article 7

1. Employers and Sponsors shall undertake to provide the Authorised Health Insurance Company with details of the monthly income of the Insured in a written declaration to be signed by the Insured, the Employer or Sponsor who is authorised to sign.

2. The Authorised Health Insurance Company or the Authority may require further evidence with respect to the monthly income of the Insured.
3. All concerned authorities in the Emirate shall provide the Authority, or any party delegated by the Authority, with all required documents in confirmation of the monthly salary of the Insured.
4. Any untrue declaration of a monthly income is considered a violation which is punishable by a fine in accordance with the attached Schedule.
5. Authorised Health Insurance Companies must not issue Basic Health Insurance Policies except after verifying the income threshold of an Insured.

## **Part 5**

### **Basic Healthcare Services and Emergencies and Exclusions**

#### **Article 8**

1. Schedule No. 1 hereto sets out the Basic Healthcare Services that shall be made available to every Expatriate Resident in the Emirate.
2. Any Authorised Healthcare Provider may set the level of health insurance cover offered under a health insurance policy in excess of the Basic Healthcare Services schedule.
3. Insurance cover for Basic Healthcare Services shall be offered under a single Insurance Policy.

4. Notwithstanding the provisions of the previous clause, insurance may be procured for inpatient medical investigations and treatment alone, in which case the Premium will be equivalent to 50% of the original Premium for either a Basic Health Insurance Policy or Enhanced Health Insurance Policy.

5. The Authority shall publish the rates for Basic Healthcare Services and any amendments thereto in the official gazette of the Emirate.

## Article 9

1. Authorised Healthcare Services Providers shall undertake to provide healthcare services to every Insured or Uninsured in medical emergencies, and may subsequently recover the cost of healthcare services from the Authorised Insurance Company, in accordance with the Health Insurance Policy, if the injured is insured.

2. The Sponsor or Employer shall undertake to meet the actual cost of healthcare in medical emergencies in the event that the injured is not insured.

3. Government or private medical facilities may not refrain from providing healthcare services in medical emergencies, otherwise they will be in violation of the Health Insurance Law.

4. If an injured in an accident is insured against the accident by an insurance company in the State under any other insurance policy, the costs of healthcare services offered in connection with the accident will be recovered from this company.

## Article 10

1. Schedule No. 2 hereto sets out the Excluded Healthcare Services which are not included in the Basic Health Insurance Policy.
2. Subject to the exclusions provided for under this Regulation, the Basic Health Insurance Policy shall not include any of the Excluded Healthcare Services.
3. An Authorised Health Insurance Company may extend the health insurance cover provided under the Basic Health Insurance Policy to provide insurance cover for the Excluded Healthcare Services in return for a market rate premium provided that the Basic Health Insurance Policy will in this case become an Enhanced Health Insurance Policy.

## Part 6

### Obligations of the Employer and Sponsor to Provide Health Insurance

## Article 11

1. An Employer shall be responsible to the Sponsor for providing the Basic Health Insurance cover for its Employees and their dependents, even if not sponsored by him, and shall be responsible for ensuring that the Employee or worker and their dependents are covered by valid health insurance policies at all times.
2. Where an Employee has more than one wife on his sponsorship, he must notify the Employer in writing as to which wife is to be

insured by the Employer. In the absence of such notification, the Employee's first wife shall be deemed to have been selected for health insurance coverage.

3. Subject to the provisions of paragraph 7 of Article Six, where an Employee has more than three children under the age of 18 years on his sponsorship, the Employer shall be responsible for insuring the first three of the Employee's children, who are residing permanently in the State, in order of birth from eldest to youngest. Where a child reaches the age of 18, he will be replaced by the child second in order of birth and so forth.

4. An Employer shall be responsible for the cost of providing Basic Health Insurance Policies to the Employee and Employee's dependents and shall not pass on the cost of providing such policies, or any part thereof, to its Employees.

5. An Employer, even if not subscribed to the Health Insurance Scheme, shall be liable for the cost of Healthcare Services that are provided to Employees and Employees' dependents,

6. The concerned authorities in the Emirate shall not renew an Employer's trade licence without the Employer submitting evidence of subscription to health insurance for his employees for the previous applicable period.

7. The concerned authorities, whether federal or local, shall introduce suitable procedures to verify compliance with the Health Insurance Law by parties to which the Law applies.

8. All bodies in the Emirate detecting proven violations of the Health Insurance Law must inform the Authority of these violations.

9. An Employer shall not be permitted to apply for a work visa for any Employee without submitting evidence of subscription to the Health Insurance Scheme.

10. Failure by an Employer to comply with the provisions of this Article shall constitute a violation of the Health Insurance Law as set out under the Schedule of Violations hereto.

## Article 12

1. A Sponsor shall be responsible for ensuring that all Expatriate Residents on his sponsorship are covered by valid Health insurance policies at all times.

2. A Sponsor shall be liable for the cost of all Basic Health Insurance Policies and shall be personally liable for the cost of any healthcare services offered to any person on his sponsorship in the event that such person is not covered by a valid Health Insurance Policy.

3. A Sponsor shall undertake to submit the Health Insurance Policies when obtaining or renewing residence permits.

4. Departments of Immigration and Residency in the Emirate must not issue or renew any residence permit unless the Health Insurance Policy is enclosed with the application.

5. Residence permits shall not be renewed without submitting evidence of health insurance subscription for the previous applicable period.

6. A Sponsor shall not pass on the cost of providing the Basic Health Insurance Policy, or any part thereof, to any persons on his sponsorship.

7. The obligation of an Employer and Sponsor to subscribe to the Health Insurance Scheme for an Employee or a sponsored person shall commence after seven working days following the arrival of the Employee or the sponsored person to the Emirate or from the date on which the medical examination card is obtained, whichever occurs first.

8. Departments of Naturalisation and Residence in the Emirate shall enforce mechanisms to monitor the compliance with the Health Insurance Scheme.

9. Failure by a Sponsor to comply with the provisions of this Article shall constitute a violation of the Health Insurance Law as set out in the enclosed Schedule of violations.

## Part 7

### Health Insurance Companies

#### Article 13

1. An insurance company licensed to carry on business in the Emirate and wishing to provide Health Insurance Services pursuant to the Health Insurance Scheme shall apply to the Authority for registration as an Authorised Health Insurance Company on the prescribed format which shall include the following particulars:

- copy of the licence to underwrite insurance in the Emirate of Abu Dhabi as issued by the concerned authorities;



- full details and pro forma copies of the proposed Health Insurance Policy;
- full details and pro forma copies of the proposal forms, claim forms and other relevant documentation that the applicant intends to utilise in underwriting Health Insurance Policies pursuant to the Health Insurance Scheme;
- proposed contracts to be entered into in the field of Healthcare Services, Health Insurance Companies and Brokers in the sale of Health Insurance Policies and Third Party Administration.
- copy of the health insurance card format.
- an automated system for financial reconciliation arising from the implementation of the Health Insurance Scheme.
- full details of the dispute settlement procedures that will be implemented by the Authorised Health Insurance Company to deal with any complaints or disputes arising with the Insured;
- any other relevant documentation or requirements that may be prescribed by the Authority in the future.

2. Insurance companies and other entities that are not registered with the Authority as Authorised Health Insurance Companies may not issue any Health Insurance Policy in accordance with the Health Insurance Law.

3. An application to the Authority for registration as an Authorised Health Insurance Company shall be signed by a duly authorised officer of the applicant and proof of such authorisation.
4. The Authority shall within 60 days from the date of completed application that complies with the legal requirements provide its decision in writing as to whether the application for registration as an Authorised Health Insurance Company is approved. The Authority may require the applicant to produce further documents or particulars as may be reasonably necessary for the Authority to assess the application.
5. The Authority may request relevant authorities to provide the Authority with whatever information or documents are necessary for the purpose of assisting the Authority to review the application.
6. Once the application for registration as an Authorised Health Insurance Company has been approved by the Authority, the Authority shall issue a certificate to that effect.
7. The licence shall be valid for a period of one year, renewable, under the same terms.
8. The Authority shall publish a list of Authorised Health Insurance Companies and partners authorised under this Regulation in the official gazette of the Emirate.
9. The Authority shall review an Authorised Health Insurance Company's activities in relation to its operations during the duration of the licence to ensure that the companies comply with the Health Insurance Scheme; the Authority may take any action that it deems necessary against these companies.

10. Health Insurance Companies may not apply for the cancellation of the licence to operate under the Health Insurance Scheme until first obtaining the Authority's approval and publishing of a notice of cancellation twice in Arabic and English newspapers. A notice period of one month will be given for fulfilment of the obligations of these companies.

## Article 14

1. Authorised Health Insurance Companies may contract with other duly registered companies for the purpose of health insurance affairs administration.
2. The Authorised Health Insurance Company and the Third Party Administrator shall be jointly liable for fulfilling all obligations of the Authorised Health Insurance Company.
3. Licences for the Third Party Administrator will be issued by the Authority in accordance with licensing requirements for Health Insurance Companies.
4. A Third Party Administrator may not have an interest in, manage or participate in the management of any Healthcare Services Providers' facilities.

## Article 15

1. An Authorised Health Insurance Company shall conduct its activities honestly and with integrity and shall act with care and diligence in the course of its participation in the Health Insurance Scheme, and shall at all times conduct its operations in accordance with internationally accepted standards for insurance practice.

2. An Authorised Health Insurance Company shall be responsible for the actions of its agents including services rendered or undertaken by a third party as if such actions were undertaken by the Authorised Health Insurance Company itself.
3. An Authorised Health Insurance Company shall ensure that it deals with any complaints or disputes in accordance with the Law.
4. An Authorised Health Insurance Company may not own, manage or participate in the management of a provider of healthcare services nor may an Authorised Health Insurance Company provide any Healthcare Services whether in respect of the Health Insurance Scheme or otherwise.
5. An Authorised Health Insurance Company may not have any interest in Authorised Healthcare Service Providers or any Broker that could conflict with the proper performance of the Authorised Health Insurance Company's duties. The provisions of this Article shall extend to the senior management of an Authorised Health Insurance Company.
6. An Authorised Health Insurance Company shall take immediate measures to avoid a conflict of interest arising or to avert a conflict of interest that has arisen and shall disclose the matters giving rise to that conflict to the Authority in writing immediately to enable investigation of the matter by the Authority.
7. The Authority may upon written notice to an Authorised Health Insurance Company require the Authorised Health Insurance Company to produce for inspection its accounts and records to ensure fulfilment of its obligations under the Health Insurance Scheme.

8. The Authority shall be entitled to take such action as it deems necessary to implement the findings of any investigation into a potential or actual conflict of interest.

Breach of this Article shall constitute a violation under the Health Insurance Law and shall result in a penalty and/or the suspension or revocation of the Authority's authorisation of the Authorised Health Insurance Company.

## Article 16

1. A Broker who is duly licensed to operate as an insurance Broker by the concerned authorities in the State may submit a request to the Authority to practise health insurance. The Broker may practise health insurance only after obtaining a license from the Authority.

2. Brokers authorised by the Authority shall undertake to transact business in the State in accordance with the insurance law in the State.

3. A Broker may not market, sell or intermediate with respect to any Health Insurance Policies unless such policy is issued by an Authorised Health Insurance Company.

4. A Broker may not accept any gift, commission or fee from any Healthcare Provider in return for his services.

5. An authorised Broker may not own, manage or participate in the management of any Authorised Healthcare Provider or Authorised Health Insurance Company.

6. When requested in writing by the Authority, Authorised Health Insurance Companies shall present all records and details of its

transactions with all Brokers authorised by the Authority.

7. An Authorised Healthcare Provider may not pay any commissions or fees to authorised Brokers. Any such action will be deemed a violation of the Health Insurance Law.

8. All Brokers who are in possession of a licence in health insurance shall submit an annual report to the Authority on all transacted business on a form prepared for that purpose by the Authority.

9. Any Authorised Health Insurance Company dealing with a Broker that is not authorised by the Authority to act as such shall both be considered to have committed a violation of the Health Insurance Law.

## **Part 8**

### **Licensing Requirements, Obligations and Healthcare Services Provision Agreements of Healthcare Services Providers**

#### **Article 17**

1. An entity desiring to provide Healthcare Services pursuant to the Health Insurance Scheme shall apply to the Authority for registration as an Authorised Healthcare Provider on the form prepared for that purpose by the Authority, and shall enclose the following documents with the application:

- copy of the licence to operate a private medical practice in the Emirate;
- details of healthcare services the applicant wishes to provide as an Authorised Healthcare Provider;
- medical liability insurance policy for the applicant's employees;
- complete details of the proposed price list to be approved by the Authority;
- the automated system to issue invoices and settle financial matters arising from the implementation of the Health Insurance Scheme; and
- other relevant documents as may be prescribed by the Authority from time to time.

2. All Government Healthcare Services Providers of the Authority shall be regarded as Authorised Healthcare Providers with effect from 1/7/2006 for a period of one year after which new licenses will have to be obtained from the Authority.

3. Only Authorised Healthcare Services Provider shall be entitled to provide Healthcare Services pursuant to the Health Insurance Scheme.

4. An application to the Authority for registration as an Authorised Healthcare Services Provider shall be signed by a duly authorised officer of the applicant and proof of such authorisation to the satisfaction of the Authority shall be provided with the application.

5. The Authority shall within 60 days from the date of completed application that complies with the legal requirements review the application and provide its decision in writing to the applicant as to whether the application for registration as an Authorised Healthcare Service Provider is approved. The Authority may require the applicant to produce further evidence.
6. All concerned entities in the Emirate shall provide the Authority with whatever assistance is required for the Authority to process the application.
7. Once an application for registration as an Authorised Healthcare Services Provider has been approved by the Authority, the Authority shall issue a certificate of approval certifying the applicant as an Authorised Healthcare Services Provider.
8. The licence shall be valid for a period of one year, renewable, under the same terms.
9. The Authority shall monitor the activities of an Authorised Provider to ensure compliance with the Health Insurance Scheme. The Authority shall be empowered to take enforcement action against an Authorised Provider in the event of a breach of the Authorised Provider's obligations under the Health Insurance Scheme, including the levying of fines or penalties and the suspension or revocation of the Authorised Provider's health insurance authorisation.
10. An Authorised Healthcare Services Provider shall at all times comply with the policies and procedures of the Authority for providing healthcare service.



11. The Authority shall assess the extent of compliance by Authorised Healthcare Service Providers with the legal policies and procedures of the Authority and shall take the prescribed legal action in the event of lack of compliance.

12. The Authority shall publish a list of Authorised Healthcare Services Providers in the official gazette of the Emirate.

13. Healthcare Service Providers may not apply for the cancellation of the licence to operate under the Health Insurance Scheme until first obtaining the Authority's approval and publishing notice of cancellation twice in Arabic and English newspapers. A notice period of two months will be given for fulfilment of their obligations.

## Article 18

1. An Authorized Healthcare Service Provider shall conduct its activities honestly and with integrity and shall act with care and diligence in the course of its participation in the Health Insurance Scheme, and shall at all times provide healthcare services in accordance with internationally accepted standards for insurance practice.

2. An Authorized Healthcare Service Provider may not own, manage or participate in the management of an Authorised Health Insurance Company or Brokers, nor may a Healthcare Service Provider participate in any manner whatsoever in acting as a Broker in the sale or marketing of Health Insurance Policies.

3. An Authorized Healthcare Service Provider may not have an interest in, participate in the ownership or otherwise of an Authorised Health Insurance Company or Broker that could conflict

with the proper performance of the Healthcare Service Provider's duties. The provisions of this Article shall extend to senior management of an Authorized Healthcare Service Provider.

4. A Healthcare Service Provider shall take immediate measures to avoid a conflict of interest arising or to avert a conflict of interest that has arisen and shall disclose the matters giving rise to that conflict to the Authority in writing immediately to enable investigation of the matter by the Authority.

5. The Authority may upon written notice to an Authorized Healthcare Service Provider require the Authorized Healthcare Provider to produce for inspection its accounts and records to ensure fulfilment of its obligations under the Health Insurance Scheme.

6. The Authority shall be entitled to take such action as it deems necessary to implement the findings of any investigation into a potential or actual conflict of interest.

Breach of this Article shall constitute a violation under the Health Insurance Law and its Implementing Regulations.

## Article 19

1. The Authority's Government Healthcare Service Providers shall only transact with the National Health Insurance Company (Daman) under Daman's policies with effect from 1 July 2006 for a period of five years which may be extended or reduced by a decision of the Executive Council.

2. National Health Insurance Company (Daman) shall exclusively provide basic and elective healthcare services for all government employees and their dependents (federal/local) and employees of authorities, establishments and companies wholly owned by the government (federal/local) and their dependents for a period of 10 years with effect from the date on which this Regulation takes effect. This period may be extended or reduced by a decision of the Executive Council.

3. The Authorised Health Insurance Company shall enter into agreements with the Authorised Healthcare Service Providers which will include the following details:

- parties to the agreement;
- duration of the agreement;
- duties and obligations of the Authorised Health Insurance Company;
- duties and obligations of the Authorised Healthcare Service Provider;
- payment procedures for healthcare services;
- identification procedures of the Insured in addition to approval proceedings;
- procedures for the settlement of complaints and disputes;
- conditions for the termination of the agreement;

- requirements of confidentiality with respect to Insured's files and records;
- volume of services, cap for prices and costs of basic healthcare services an Authorised Healthcare Service Provider is compelled to provide;
- Co-payment/Deductible to be paid by the Insured upon requesting a covered healthcare service or when receiving medicine or laboratory tests or diagnostic x-rays.

4. All agreements shall be subject to the supervision of the Authority and the Authority may make any amendments it considers appropriate before approving any agreement. No agreement will be enforced before it is approved by the Authority.

5. Parties to an agreement shall, within 30 days, provide all explanations and documents required by the Authority for the purpose of auditing that agreement, and any delay after the prescribed time limit shall constitute an offence under the Health Insurance Law and shall result in a penalty as prescribed in this Regulation.

6. Authorised Health Insurance Companies and Authorised Healthcare Service Providers shall deposit signed copies of their agreement with the Authority together with any amendments made thereto.

## Part 9

# Investigation Officers with Judicial Capacity

### Article 20

1. The Authority shall submit an application to the Minister of Justice to grant employees of the Authority involved in the enforcement of the Health Insurance Law in the Emirate the capacity of authorised judicial officers.
2. The appointment of authorised officers shall be with a view to assisting the Authority in its role of implementing, administering and overseeing the Health Insurance Scheme.
3. The Authority shall issue an authorised officer with an identity card which shall be carried by the authorised officer at all times, and be presented upon request when exercising any of his duties.
4. An authorised officer shall investigate any Complaint and/or any violation of the Health Insurance Scheme in relation to their functions pursuant to applicable laws.
5. An authorised officer shall prepare a written report of any investigations conducted in the format prescribed by the Authority, and shall contain:
  - the name of the authorised officer who investigated the Complaint;
  - full details of the investigative action undertaken in accordance with applicable laws;

- the provisions of the Health Insurance Law and/or its Implementing Regulation which have been violated;
- all other relevant facts;
- the date of completion of the report.

6. The above written report shall be signed by an authorised official and submitted to the Authority's Complaints Unit for action within seven days of the completion of the investigative action.

7. An authorised officer shall not disclose any confidential information with respect to the investigation of the Complaint and no authority, other than the concerned authority, may review the confidential information.

## Part 10

### Complaints, Disputes and Penalties

#### Article 21

1. The Authority shall establish a Complaints Unit to assist with investigating and resolving Complaints and disputes arising between participants of the Health Insurance Scheme.

2. A Complaint by an Insured Person in respect of healthcare services and/or a Health Insurance Policy shall not be heard by the Complaints Unit unless and until:

- the dispute settlement procedures between the Insured and an Authorised Health Insurance Company, under the latter's system, have been exhausted; and
- the dispute settlement procedures between the Insured and an Authorised Healthcare Service Provider, under the latter's respective system, have been exhausted.

3. The Authority shall prepare the forms and set out the procedures through which a Complaint may be submitted.

4. The Authority shall set out a schedule of fees for the investigation of Complaints and procedures for the collection of the prescribed fees.

5. A Complaint to the Complaints Unit shall:

- be made in writing in the prescribed form and signed by the Complainant;
- be accompanied by the prescribed fee;
- enclose all relevant documentation in support of the Complaint;
- include all particulars of the Complainant's claim;
- be in either the English or Arabic language.

6. The functions of the Complaint Unit shall be:

- to receive and process Complaints' formalities;

- to conduct investigations into Complaints when necessary;
- to instruct authorised officers to conduct investigations and examinations deemed appropriate by the Authority;
- any other functions that are incidental to the performance of any of the preceding functions;
- to make recommendations to the Authority to take specific action in relation to the findings of any investigations into Complaints

7. On receipt of a Complaint against an Authorised Healthcare Service Provider or Authorised Health Insurance Company, the Complaints Unit may:

- inform the Authorised Healthcare Service Provider or Authorised Health Insurance Company of the nature of the Complaint, and provide whatever documentation to the Authorised Healthcare Service Provider or Authorised Health Insurance Company as the Complaints Unit in its discretion deems necessary;
- request the Authorised Healthcare Service Provider or Authorised Health Insurance Company to provide the Complaints Unit with its comments and all relevant documentation relating to the Complaint within 14 days of receipt of the request and such period could be extended to a maximum of 28 days if the Complaints Unit deems necessary;
- refer the matter to an authorised officer for investigation,



if necessary; and

- request the Authorised Healthcare Service Provider or Authorised Health Insurance Company to provide any records or documents necessary for the investigation.

8. The Authorised Provider or Authorised Insurer shall comply with all requests received from the Complaints Unit.

9. The Complaints Unit may deal with a Complaint by:

- conducting an investigation;
- referring the investigation of a Complaint to an authorised officer;
- notifying all parties affected by the Complaint and requesting such documents as may be relevant to the Complaint;
- making a decision with respect to its findings or an authorised officer's report and recommending action for the Authority to take in relation to the Complaint including the issue of a Violation Notice;
- referring the matter to the relevant federal or local body for investigation.

10. The Complaints Unit may elect not to look into any Complaint in circumstances where:

- a decision was issued with respect to the subject matter

- of the dispute;
- the report by an authorised officer so recommends;
  - the Complainant lacks the capacity or interest in the subject matter of the Complaint;
  - the Complaint was not made in good faith;
  - the Complaint is not made in the prescribed format or has not been accompanied by the prescribed fee.

11. The Complaints Unit may elect not to take any action in relation to a Complaint if the incident to which the Complaint relates occurred more than 12 months prior to the Complaint being made.

12. The Complaints Unit shall notify the Complainant in writing within one month of receipt of the Complaint as to what action the Complaints Unit has taken to deal with the Complaint.

13. A Complainant shall be entitled to request the Complaints Unit to provide a written summary, within 30 days of the Complainant's request, of details of any action or investigation taken by the Complaints Unit.

14. An agreement signed between a Healthcare Service Provider and Health Insurance Company shall require all disputes to be submitted to the Complaints Unit of the Authority for an amicable settlement. Any other dispute settlement procedures shall be of no force and effect unless and until the Complaints procedure set out in this Regulation has been exhausted.

15. Where the Complaints Unit regards that a Complaint should be referred to another body for investigation, the Complaints Unit may refer the matter to that body and shall advise the Complainant in writing of such referral.

16. Healthcare Service Providers, Health Insurance Companies, Brokers and Health Insurance Claims Administration Companies may not prescribe fees for complaints submitted to them with respect to health insurance.

## Article Twenty Two

1. A Violation decision shall be issued in the prescribed format and shall contain the following:

- Violation decision number and date of issue;
- the full name and address of the person or entity to whom the Violation decision is addressed;
- full details of the violation;
- the provisions of the Health Insurance Law and/or its Implementing Regulation which have been violated;
- the type of penalty to be imposed;
- details of any remedial action required to be taken by the person or entity to whom the Violation decision is addressed and the time period for such action to be taken;

- if a monetary penalty is to be imposed, the place and method by which the penalty may be paid;
- details as to the time period and process for challenging the Violation decision as set out in this Regulation;

2. A Violation Decision shall be delivered by registered mail to the person or entity to whom it is addressed and the Authority shall retain proof of such delivery.

3. In the event that a monetary penalty is imposed, payment of the penalty shall be made to the Authority in accordance with the Authority's Financial System.

4. In the event that payment is not made within the period set out in the Violation decision, the Authority shall refer the matter to the relevant judicial authorities for prosecution.

5. A person or entity to whom a Violation is addressed may register a written appeal to the Violation decision with the Complaints Unit, in accordance with the procedure set out in this Regulation within seven days of the receipt of such Violation decision. The Complaints Unit shall issue its decision with respect to the appeal within one month from the date of the appeal provided that all procedures relating to complaints must be followed.

6. Licences issued by the Authority to operate under the Health Insurance Scheme may not be renewed or cancelled unless all fines prescribed under the provisions of this Regulation have been settled.

# Part 11

## General Provisions

### Article 23

1. All patients' files and records relating to the Healthcare Services provided to the Insured shall be confidential and shall not be disclosed to any third party except as set out below:

- where the Insured provides a written consent to such records being disclosed to a third party;
- pursuant to an order by a competent court, the police or the Authority; and
- where disclosure of the records is required for the purposes of this Regulation and the person to whom the files and records are disclosed shall undertake to maintain the disclosed information confidential.

2. An Authorised Healthcare Service Provider shall retain such records for a period of at least two years from the date of the last health insurance policy or treatment, whichever is farther, and may only be disposed of permanently five years after the last treatment.

3. An Insured may, in the event the Healthcare Service Provider is changed for any reason whatsoever, request a complete copy of his file or records and submit the same to the new Healthcare Service Provider

## Article 24

1. The Authority shall determine the nature of reports to be submitted by Health Insurance Companies, Authorised Healthcare Service Providers, Brokers and Third Party Administrators;
2. The parties set out in the preceding paragraph shall submit their reports in the form prescribed by the Authority every three months;
3. A delay in submitting the required reports shall constitute a violation under the Health Insurance Law and its Implementing Regulation.

## Article 25

The Authority shall conduct studies and draw up opinions in all technical, medical, therapeutic, financial and legal affairs that are required by the enforcement of the Health Insurance Law and its Implementing Regulation.

## Article 26

The health insurance shall come into effect with respect to the following categories on the date set out opposite each one:

1. Federal and local government authorities and establishments, and government and quasi-government companies, and private companies with more than 1000 employees. 1 July 2006
2. All other categories 1 January 2007

# Schedule No. 1

## Basic Healthcare Services

This Schedule sets out the Basic Health Care Services that are covered under the Basic Health Insurance Policy:

**First:** The annual maximum limit for the Basic Healthcare Services is AED 250,000(Two Hundred Fifty Thousand) for every person.

### **Second: Geographic Coverage:**

1- Basic Health Insurance Services are offered inside the Emirate of Abu Dhabi through a network of Healthcare Service Providers who are licensed by the Authority.

2- The cover in other emirates includes medical emergencies only.

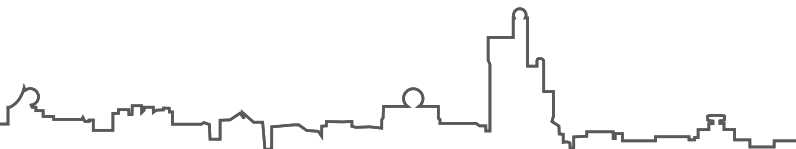
### **Third: Inpatient Basic Healthcare Services at Authorised Hospitals.**

1- In-patient Basic Healthcare Services will be received in rooms of two or more beds provided that the authorised insurance company has granted its prior approval.

2- The prior approval of the insurance company is required for examination, diagnosis, treatments and surgeries in hospitals for non-urgent medical cases.

3- Healthcare services for emergency cases.

4- Transportation services for medical emergencies inside the Emirate of Abu Dhabi by an authorised party.



5- The maximum limit for the cost of accommodating a person accompanying an insured child up to 10 years of age is AED 100 a day.

6- The maximum limit for the cost of accommodating an accompanying person in the same room in cases of medical emergencies and on the recommendation of a doctor is AED 100 a day. The prior approval of the insurance company is required.

7- In-patient maternity services of whatever nature provided that a prior approval is obtained from the insurance company and the patient pays a sum of AED 500 for each delivery.

#### **Fourth: Outpatient Basic Healthcare Services in Authorised Hospitals and Health Centres**

1- Examination, diagnostic and treatment services by general practitioners of clinics and health centres provided that the Insured shall pay a sum of AED 20 for every new visit and AED 10 for every new visit to a specialist or consultant doctor provided that the Insured is referred by general practitioners. Follow ups are exempted from fees if made within seven days from the date of first examination.

2- Laboratory tests services provided that a fee of AED 10 is paid and the tests are carried out in the authorized facility assigned to treat the Insured.

3- X-ray diagnostic services provided that a fee of AED 10 is paid and the tests are carried out in the authorized facility assigned to treat the Insured. In cases of non-medical emergencies, the insurance company's prior approval is required for MRI, CT scans and endoscopies.



4- Physiotherapy treatment services provided that the Authorised Health Insurance Company's prior approval is obtained.

5- 70% of the cost of medicine up to a maximum of AED 1,500 / Year provided that the patient settles 30% of the cost of every prescription. The health insurance company's prior approval is required for prescriptions the cost of which exceeds AED 500.

6- Examination, diagnostic and treatment services for pregnancy and gynaecology services by general practitioners in authorised health centres and clinics. The Insured shall pay a sum of AED 20 for every new visit and AED 10 for every new visit to specialist or consultant doctors provided that the Insured is referred by general practitioners. Follow ups are exempted from fees if made within seven days from the date of first examination.

#### **Fifth: Deferred Basic Healthcare Services**

1. Diagnostic and treatment services for dental and gum treatments except for cases of medical emergencies.

2. Hearing and vision aids, and vision correction by surgeries, and laser except for cases of medical emergencies.

**Sixth:** The Authority shall issue a decision with respect to the period during which the health insurance company shall issue the initial approval for the provision of the Basic Healthcare Services previously subject to the approval of the health insurance company.

## Schedule 2

# Excluded Healthcare Services Offered Under the Enhanced Health Insurance Policy

This Schedule sets out the non basic (excluded) healthcare services:

1. Healthcare Services, which are not medically necessary.
2. All expenses relating to dental treatment, dental prostheses, and orthodontic treatments.
3. Domiciliary care; private nursing care; care for the sake of travelling.
4. Custodial care includes
  - (1) Non medical treatment services; or
  - (2) Health related services which do not seek to improve or which do not result in a change in the medical condition of the patient.
5. Services which do not require continuous administration by specialized medical personnel.
6. Personal comfort and convenience items (television, barber or beauty service, guest service and similar incidental services and supplies).
7. Cosmetic operations aimed at improving physical appearance

and operations for replacement of an existing breast implant. Cosmetic operations with respect to an injury, sickness or congenital anomaly when the primary purpose is to improve physiological functioning of the involved part of the body, and breast reconstruction following a mastectomy for cancer are covered in the Basic Healthcare Services.

8. Surgical and non-surgical treatment for obesity (including morbid obesity), and any other weight control programs, services, or accessories.

9. Medically non-approved experimental, research, investigational healthcare services, treatments, devices and pharmacological regimens.

10. Healthcare Services that are not performed by Authorised Healthcare Service Providers, apart from Healthcare Services rendered in a Medical Emergency.

11. Healthcare services, treatments & associated expenses for alopecia, baldness, hair falling, dandruff or wigs.

12. Supplies, Treatment and services for smoking cessation programs and the treatment of nicotine addiction.

13. Non-medically necessary Amniocentesis.

14. Treatment, services and surgeries for sex transformation, sterility and sterilization.

15. Treatment and services for contraception.

16. Treatment and services related to fertility / sterility (treatment

including varicocele / polycystic ovary / ovarian cyst / hormonal disturbances / sexual dysfunction).

17. Prosthetic devices and consumed medical equipments, unless approved by the insurance company.

18. Treatments and services arising as a result of hazardous activities, including but not limited to, any form of aerial flight, any kind of power-vehicle race, water sports, mountaineering activities, horse riding activities, violent sports such as judo, boxing, and wrestling, bungee jumping and any professional sports activities.

19. Growth hormone therapy.

20. Costs associated with hearing tests, vision corrections, prosthetic devices or hearing and vision aids.

21. Mental Health diseases, in-patient and out-patient treatments, unless the condition is a transient mental disorder or an acute reaction to stress.

22. Patient treatment supplies (including elastic stockings, ace bandages, gauze, syringes, diabetic test strips, and like products; non-prescription drugs and treatments, excluding such supplies required as a result of Healthcare Services rendered during a Medical Emergency).

23. Preventive services, including vaccinations, immunizations, allergy testing and desensitization; any physical, psychiatric or psychological examinations or testing during these examinations.

24. Services rendered by any medical provider relevant of a patient for example the Insured and the Insured family members, including spouse, brother, sister, parent or child.

25. Enteral feedings (via a tube) and other nutritional and electrolyte supplements, unless medically necessary during inpatient treatment.

26. Healthcare services for adjustment of spinal subluxation, diagnosis and treatment by manipulation of the skeletal structure, by any means, except treatment of fractures and dislocations of the extremities.

27. Healthcare services and treatments by acupuncture; acupressure, hypnotism, rolfing, massage therapy, aromatherapy, homeopathic treatments, and all forms of treatment by alternative medicine.

28. All Healthcare services & Treatments for in-vitro fertilization (IVF), embryo transport; ovum and male sperms transport.

29. Elective diagnostic services and medical treatment for correction of vision.

30. Nasal septum deviation and nasal concha resection.

31. All chronic conditions requiring hemodialysis or peritoneal dialysis, and related test/treatment or procedure.

32. Treatments and services related to viral hepatitis and associated complications, except for treatment and services related to Hepatitis A.

33. Birth defects, Congenital diseases for newborn and/or Deformities unless life-threatening.
34. Healthcare services for Senile dementia and Alzheimer's disease.
35. Air or Terrestrial Medical evacuation except for Emergency cases or unauthorised transportation services.
36. Circumcision healthcare services.
37. Inpatient treatment received without prior approval from the insurance company including cases of Medical Emergency which were not notified within 24 hours from the date of admission.
38. Any inpatient treatment, tests and other procedures, which can be carried out on outpatient basis without jeopardizing the Insured's health.
39. Any test or treatment, for a purpose other than medical such as tests related for employment, travel, licensing or insurance purposes.
40. All supplies which are not considered as medical treatments including but not limited to: mouthwash, toothpaste, lozenges, antiseptics, milk formulas, food supplements, skin care products, shampoos and multivitamins (unless prescribed as replacement therapy for known vitamin deficiency conditions) and all equipment not primarily intended to improve a medical condition or injury, including but not limited to air conditioners or air purifying systems, arch supports, convenience items / options, exercise equipment and sanitary supplies.

41. More than one consultation or follow up with a medical specialist in a single day unless referred by a physician.
42. Health services and associated expenses for organ and tissue transplants, irrespective of whether the Insured Person is a donor or recipient.
43. Services and educational program for handicaps.

### **Schedule No. 3**

## **Healthcare Services outside the Scope of Health Insurance**

1. Injuries or illnesses suffered by the Insured as a result of military operations of whatever type.
2. Injuries or illnesses suffered by the Insured as a result of wars or acts of terror of whatever type.
3. Healthcare services for injuries and accidents arising from nuclear or chemical contamination.
4. Injuries resulting from natural disasters (including but not limited to) tremors, earthquakes, tornados, cyclones and any other type of natural disaster.
5. Injuries resulting from criminal acts or resisting authority by the Insured.
6. Healthcare services for patients suffering from AIDS and its complications.
7. Healthcare services for work illnesses and injuries as per

Federal Law No. 8 of 1980 concerning the Regulation of Work Relations, as amended, and applicable laws in this respect.

8. All cases resulting from the use of alcohol, drugs and hallucinatory substances.

9. Any test or treatment not prescribed by a doctor.

10. Injuries resulting from attempted suicide or self-inflicted injuries.

11. Diagnosis and treatment services for complications of exempted illnesses.

12. All healthcare services for internationally and locally recognised epidemics.

13. Venereal sexually transmitted diseases. A list with respect thereto will be set out by the General Authority for Health Services.

## **Schedule 4**

### **Violations and Penalties**

The following Penalties shall apply in respect of any violations of the Health Insurance Law and this Regulation:



	<b>Violation</b>	<b>Penalty</b>
1	Failure to subscribe or renew the subscription to the Health Insurance Scheme by the Employer, Sponsor for his workers and those residing on his sponsorship;	AED 300 (three hundred) monthly for every person without an insurance subscription.
2	Failure to renew the licence during the month following the date of expiry of the licence, with respect to licensees operating in the Health Insurance Scheme;	AED 10,000 (ten thousand) monthly for every licence.
3	Employer or Sponsor passing on part of the cost of the health insurance policy to the Insured ;	AED 10,000 (ten thousand) for every Insured together with a refund of the deducted amount.
4	Any action by a natural or corporate person to offer or sell health insurance policies without authorization from the Authority;	AED 10,000 (ten thousand) for every health insurance policy sold.

	<b>Violation</b>	<b>Penalty</b>
5	Any action by a Health Insurance Company, Healthcare Service Provider, Broker or Third Party Administrator to transact health Insurance Scheme without first obtaining a licence from the Authority;	AED 20,000 (twenty thousand) for every violation.
6	Any action by a Health Insurance Company, Healthcare Service Provider, Broker or Third Party Administrator to conduct dealings with each other without both obtaining a licence from the Authority to transact in the health insurance scheme ;	AED 20,000 (twenty thousand) payable by each party.
7	Any action by a Health Insurance Company, Healthcare Service Provider, Broker or Third Party Administrator to conduct dealings	AED 20,000 (twenty thousand) payable by each party.

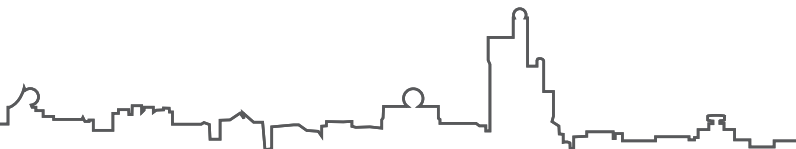
	<b>Violation</b>	<b>Penalty</b>
	with another party not licensed by the Authority to transact in the health insurance scheme;	
8	Issue of a health insurance policy that provides less cover than required by the Basic Healthcare Services without obtaining the Authority's approval;	AED 20,000 (twenty thousand) for every health insurance policy.
9	Failure by Health Insurance Company, Healthcare Service Provider, Broker or Third Party Administrator to provide the reports required by the Authority on time ;	AED 5,000 (five thousand) for every case.
10	Any action by Authorised Insurance Companies or Authorised Healthcare Service Providers to conduct dealings with each other without an authorised agreement by the Authority;	AED 20,000 (twenty thousand) payable by each party

	<b>Violation</b>	<b>Penalty</b>
11	Any Authorised Health Insurance Company, Broker or Third Party Administrator co-owning, co-managing or having any financial interest in any Authorised Healthcare Service Provider;	AED 20,000 (twenty thousand) and a grace period of six months to remedy the Violation. The licence will be revoked in the event the Violation continued after six months.
12	Any Authorised Healthcare Service Provider co-owning, co-managing or having any financial interest in any Health Insurance Company, Broker or Third Party Administrator.	AED 20,000 (twenty thousand) and a grace period of six months to remedy the Violation. The licence will be revoked in the event the Violation continued after six months.
13	Any manipulation or negligence in files and records of patients during the prescribed maintenance period.	AED 5,000 (five thousand) for every file or record.
14	Any action by Healthcare Service Providers, Health Insurance Companies, Employers, Sponsors, Brokers and Third Party Administrator to impose any fines;	AED 10,000 (ten thousand) for every case.

	<b>Violation</b>	<b>Penalty</b>
15	Any provision of misleading or incorrect information in respect of any financial settlement under the Health Insurance Scheme;	AED 20,000 (twenty thousand) for every settlement.
16	An Authorised Health Insurance Company failing to comply with the requirements with respect to issuing Health Insurance Policies;	AED 20,000 (twenty thousand) for every health insurance policy.
17	An Authorised Healthcare Service Provider failing to comply with the approved cost of the Basic Healthcare Services and the Deductible as determined by the Authority;	AED 20,000 (twenty thousand) for every person.
18	An Authorised Health Insurance Company failing to comply with the approved cost of the basic Health Insurance Policy as	AED 20,000 (twenty thousand) for every health insurance policy.

	<b>Violation</b>	<b>Penalty</b>
	determined by the Authority, or introducing any amendments or additions thereof;	
19	Non-compliance with the extent of exemptions as determined by the Authority;	AED 5,000 (five thousand) for every person.
20	Lack of compliance with the confidentiality requirements in relation to the Insured's' files and records;	AED (twenty thousand) 20,000 for every file or record.
21	Providing incorrect or misleading information in any application for authorization to operate under the Health Insurance Scheme;	AED 20,000 (twenty thousand).
22	Providing incorrect or misleading information in any application for uncovered healthcare services under a health insurance policy;	AED 5,000 (five thousand) for every person.

	<b>Violation</b>	<b>Penalty</b>
23	Providing incorrect or misleading information in respect of the total monthly income of the Insured;	AED 15,000 (fifteen thousand) for every person.
24	Failure to present a sample of an Enhanced Health Insurance Policy for review by the Authority;	AED 20,000 (twenty thousand).
25	Making amendments to a health insurance policy after revision and approval by the Authority;	AED 20,000 (twenty thousand) for every policy.
26	Providing incorrect data, information or documentation in the application for exemption from the Health Insurance Scheme;	AED 15,000 (fifteen thousand) for every violation.
27	Providing incorrect or misleading information with respect to any contracts under the Health Insurance Scheme;	AED 20,000 (twenty thousand) for every contract together with 15 days grace period to remedy the violation.



	<b>Violation</b>	<b>Penalty</b>
28	Failure to comply with the Authority's request for a timely provision of any information or documents that are relevant to the Health Insurance Scheme;	Grant a one week grace period to comply with the request after which a fine of AED 5,000 (five thousand) for every week of delay.
29	Opposing or preventing Authorised Persons from performing their duties;	Matter to be referred to judicial authorities.
30	A delay of more than seven days in subscribing to the Health Insurance Scheme after the date of first arrival of the sponsored person or the date of medical examination whichever is first;	AED 100 (one hundred) for every week.
31	Refraining from or laxity in providing healthcare services in medical emergencies;	AED 20,000 (twenty thousand) and revocation of the license in the event that the violation is repeated.



	<b>Violation</b>	<b>Penalty</b>
32	Failure to publish the intention to cancel the licence granted by the Authority in newspapers twice;	AED 20,000 (twenty thousand) and the concerned party shall be held liable for all ensuing damage.
33	The withdrawal of a Health Insurance Company or a Healthcare Service Provider from the Health Insurance Scheme after obtaining the Authority's licence and without obtaining the prior approval of the Authority;	AED 20,000 (twenty thousand) for every contracted health insurance policy without prejudice to any claims for necessary compensation.
34	Failure to reply to a Complaint within 30 days from the date of the Complaint;	AED 5,000 (five thousand) for every Complaint not replied to.
35	Failure to comply with standard practices in the marketing, brokerage or sale of Health Insurance Policies;	AED 10,000 (ten thousand) for every violation.

	<b>Violation</b>	<b>Penalty</b>
36	Payment of commissions, fees or any consideration to Brokers by a Healthcare Service Provider;	AED 10,000 (ten thousand) for every violation.
37	Failure to renew the certificate of exemption from the Health Insurance Scheme within a maximum period of one month from the date of expiry of the certificate of exemption;	AED 5,000 (five thousand) for delay every month.
38	An unjustified refusal or delay on the part of an Authorised Health Insurance Company to grant its approval to any healthcare service that require its prior approval;	AED 20,000 (twenty thousand) in every case without prejudice to the Insured's right to claim compensation.
39	Any Healthcare Service Provider withholding or providing incorrect information on the condition of the Insured in order to mislead an Authorised Health Insurance Company	AED 20,000 (twenty thousand) for every insured case.

	<b>Violation</b>	<b>Penalty</b>
	into granting its approval for the provision of Basic Healthcare Services;	
40	Malicious or misleading Complaints filed by a party licensed to operate under the Health Insurance Scheme, against another party;	AED 10,000 (ten thousand) for every complaint filed.
41	Malicious Complaints by a Health Insurance Company or the Insured;	AED 2,000 (two thousand) for every Complaint filed.

## Schedule 5

### Fees

This Schedule sets out the prescribed fees for applications for licence to operate under the Health Insurance Scheme and for complaints and appeals hearings:

### First: Annual Fees for Licence Applications

	Application	Prescribed fee
1	Application fee payable when applying to the Authority for a licence for the first time by categories referred to under paragraphs (3, 4 and 10) of this Schedule.	AED 1,000 ( one thousand -non-refundable)
2	Application fee payable when applying to the Authority for a licence for the first time by categories referred to under paragraphs (5, 6, 7 and 8) of this Schedule.	AED 2,000 ( two thousand - non-refundable)
3	Licence fee or licence renewal fee (clinic, doctor, group of clinics, medical centre, pharmacy, day care centre).	AED 2,000 (two thousand) for every doctor/pharmacist

	<b>Application</b>	<b>Prescribed fee</b>
4	Licence fee or licence renewal fee (physiotherapy clinic, laboratory, x-ray diagnostic centre).	AED 5,000 (five thousand)
5	Hospital licence fee	AED 400 (four hundred) for every bed with a minimum of AED 5,000 (five thousand)
6	Health Insurance Company licence fee	AED 150,000 (one hundred fifty thousand)
7	Insurance Broker licence fee	AED 20,000 (twenty thousand)
8	Health Insurance Third Party Administrator licence fee.	AED 20,000 (twenty thousand)
9	Licence renewal fee for categories referred to under paragraphs (5, 6, 7 and 8)	75% of the first licence fee.
10	Fee for first time exemption or renewal of the exemption from some or all Basic Health Care Services.	AED 5,000 (five thousand) for every application

	<b>Application</b>	<b>Prescribed fee</b>
11	Fee for application to cancel licence to operate under the Health Insurance Scheme for categories referred to under paragraphs (3, 4, 7 and 8)	AED 2,000 (two thousand)
12	Fee for application to cancel licence to operate under the Health Insurance Scheme for categories referred to under paragraphs (5 and 6)	AED 5,000 (five thousand)

## **Second: Schedule of Fees for Complaints and appeals Submitted to the Authority and for Review Fees**

	<b>Application</b>	<b>Prescribed fee</b>
1	Fee for complaints and appeals submitted against a Violation Decision by a patient or a sponsor (natural person).	AED 100 (hundred )

	<b>Application</b>	<b>Prescribed fee</b>
2	Fee for complaints and appeals submitted against a Violation Decision by an employer, Healthcare Provider, Health Insurance Companies, Broker or Health Insurance Third Party Administrators.	AED 2,000 (two thousand)
3	Fee for review of complaints and appeals submitted against a Violation Decision by Health Insurance Companies, Healthcare Service Providers, Brokers or Health Insurance Third Party Administrators by a work team.	AED 400 (four hundred) for every bed with a minimum of AED 5,000 (five thousand)

**Chairman of the Executive Council  
Decision No. 83 of 2007 Concerning the  
Implementation of Health Insurance in  
respect of Nationals and the Like in the  
Emirate of Abu Dhabi**



# **Chairman of the Executive Council Decision No. 83 of 2007 Concerning the Implementation of Health Insurance in respect of Nationals and the Like in the Emirate of Abu Dhabi**

We, Mohammed Bin Zayed Al Nahyan, Crown Prince and  
Chairman of the Executive Council,

Upon consideration of Law No. (1) of 1974 Reorganizing the  
Government Structure in the emirate of Abu Dhabi, as amended,

And Law No. (23) of 2005 concerning Health Insurance in the  
Emirate of Abu Dhabi,

And Law No. (1) of 2007 Concerning the establishment of the  
Health Authority – Abu Dhabi,

And Emiri Decree No. (39) of 2005 concerning the establishment of  
the National Health Insurance Company,

And Emiri Decree No. (10) of 2007 concerning the establishment of  
the Abu Dhabi Health Services Company,

And Chairman of the Executive Council Decision No. (25) of 2006  
Issuing the Implementing Regulation of Law No. (23) of 2005,

And based upon the proposal to the Executive Council and the  
Council's approval thereof,

Hereby issue the following Decision:

## Article 1

The provisions attached hereto shall apply regarding the implementation of the health insurance in respect of UAE nationals and the like in the Emirate of Abu Dhabi.

## Article 2

The provisions of the Chairman of the Executive Council Decision No. (25) of 2006 issuing the Implementing Regulation of the said Law No. (23) of 2005, shall apply to all those included in this Decision with regard to issues for which there is no specific provision and without contradiction to the provisions attached hereto.

## Article 3

This Decision shall come into effect as of January 1st, 2008 and shall be published in the official gazette.

**Mohammed Bin Zayed Al Nahyan,  
Crown Prince,  
Chairman of the Executive Council,**

Issued in Abu Dhabi:

Date: December 13, 2007 AD

Corresponding to Thil Hija 4, 1428 AH

**Provisions of the Health Insurance in  
Respect of Nationals and the Like in the  
Emirate of Abu Dhabi**

# Provisions of the Health Insurance in Respect of Nationals and the Like in the Emirate of Abu Dhabi

## Part One Scope of Application

### Article 1

Without prejudice to the provisions of Law No. (23) of 2005 and its implementing regulation issued by the Chairman of the Executive Council Decision No. (25) of 2006, the provisions of the health insurance provisions, according to this Decision, shall apply to the following categories:

- 1 - Nationals of the United Arab Emirates;
- 2 - Non-National Family members of the UAE national male and female, who are dependents of either of them and are not holding the UAE nationality.
- 3 - Holders of federal decrees who are residing or working in the emirate of Abu Dhabi.

### Article 2

The provisions of the Health Insurance Law No. (23) of 2005 and its implementing regulation shall apply to the following:

- 1 - Holders of UAE passports and their family members residing or working in the emirate of Abu Dhabi.

2 - Citizens of the Gulf Cooperation Council (GCC) countries and their family members residing or working in the emirate of Abu Dhabi.

3 - Non-holders of identity papers and their family members residing or working in the emirate of Abu Dhabi.

## Part Two

# Medical Treatment Services

### Article 3

- The Health Insurance System, applied according to the provisions of this Decision, shall include the provision of the following healthcare and therapeutic services:

1 - Coverage of all the healthcare and therapeutic services currently applied in the Authority's hospitals, centres and clinics.

2 - Coverage of all emergency services all over the world.

3 - Coverage of a dead body repatriation costs.

4 - Hospitalization in a single room at the healthcare facility.

5 - Prior approval required for treatment, hospitalization, and dental services, some outpatient diagnostic services and a second medical opinion.

6 - 10% of the value of therapeutic services provided outside the emirate of Abu Dhabi.

- Provision of healthcare and therapeutic services includes the public and private health facilities.

## Article 4

The geographical coverage for all healthcare and therapeutic services provided pursuant to this Decision shall be inside the United Arab Emirates.

## Article 5

The National Health Insurance Company “Daman” shall determine the coverage benefits provided by virtue of this Decision for the categories of UAE nationals and the like.

## Article 6

If the person covered by the provisions of this Decision wishes to obtain more benefits or a more comprehensive geographical coverage than that specified in Articles (3) and (4) hereof, he shall meet the cost of an additional Health Insurance Policy from an Insurance company.

## Article 7

The Chairman of the Authority shall issue a decision to regulate the benefits and prohibit the duplication of benefits set out in the provisions hereof, and any other benefits determined by any other healthcare or therapeutic system.

## Part Three

# Health Insurance System for UAE Nationals

### Article 8

The National Health Insurance Company “Daman” shall implement the Health Insurance Scheme for the UAE nationals and the like who are included under the provisions of this Decision according to the Claims Management Companies regulation.

### Article 9

The Health Authority – Abu Dhabi shall, in collaboration with the National Health Insurance Company “Daman” and Abu Dhabi Health Services Company “SEHA”, lay down mechanisms, procedures, and controls for the implementation of this Decision.

## Part Four

# Financial Reconciliations

### Article 10

The Department of Finance shall take perform the financial reconciliations in respect of the healthcare and therapeutic services provided to the categories specified in Article (1) of these provisions, and according to the proposal submitted by the National Health Insurance Company “Daman”.

**Chairman of the Executive Council  
Decision No. 47 of 2008 Amending  
some Provisions of Decision No. 25 of  
2006 Issuing the Implementing  
Regulation of Law No. 23 of 2005  
Concerning Health Insurance in the  
Emirate of Abu Dhabi**



# **Chairman of the Executive Council Decision No. 47 of 2008 Amending some Provisions of Decision No. 25 of 2006 Issuing the Implementing Regulation of Law No. 23 of 2005 Concerning Health Insurance in the Emirate of Abu Dhabi**

We, Mohammed Bin Zayed Al Nahyan, Crown Prince and  
Chairman of the Executive Council,

Upon consideration of Law No. (1) of 1974 re-organizing the  
government structure in the emirate of Abu Dhabi, as amended,

And Law No. (1) of 2007 Concerning the establishment of the  
Health Authority – Abu Dhabi (HA-AD),

And Law No. (23) of 2005 concerning Health Insurance in the  
Emirate of Abu Dhabi,

And Emiri Decree No. (39) of 2005 concerning the establishment  
of the National Health Insurance Company (Public Joint Stock  
Company),

And Chairman of the Executive Council Decision No. (25) of 2006  
Issuing the Implementing Regulation of Law No. (23) of 2005  
concerning Health Insurance in the Emirate of Abu Dhabi,

And based upon the proposal to the Executive Council and the  
Council's approval thereof,

Hereby issue the following Decision:

## Article 1

Paragraph (a), clause (3) of article (6) of the Chairman of the Executive Council Decision No. (25) of 2006 issuing the implementing regulation of Law No. (23) of 2005 concerning health insurance in the emirate of Abu Dhabi, shall be replaced with the following text:

a-Only the following categories shall benefit from the Basic Health Insurance Policy:

Individuals with limited income and their dependents, who earn total salaries of:

AED 4,000 monthly with accommodation, or

AED 5,000 monthly without accommodation;

Dependents of resident expatriates not covered by the employer's health insurance;

Needy non-nationals and persons in critical (human) conditions, provided that HA-AD shall lay down the necessary controls thereof.

## Article 2

There shall expire, as of July 1st, 2008, the exclusive right of the National Health Insurance Company (Daman) concerning the provision of compulsory and optional health insurance services for all government expatriate employees and the like and their resident family members, stipulated pursuant to clause (1) of article (4) of the said Emiri Decree No. (39) of 2005, and clause (3) of article (19) of the said Chairman of the Executive Council Decision No. (25) of 2006.

## Article 3

Any clause or provision contrary to this Decision is repealed.

## Article 4

This Decision shall come into effect on the date that it is issued, and shall be published in the official gazette.

(signature)

**Mohammed Bin Zayed Al Nahyan**  
**Crown Prince**  
**Chairman of the Executive Council**

Issued in Abu Dhabi:

Date: June 19, 2008 AD

Corresponding to: Jumada Al-Akhira 15, 1429 AH

**Resolution No. (CO-014/10) Amending  
Certain Provisions of Resolution No.  
(25) of 2006 Issuing the Regulations of  
Law No. (23) of 2005 Regarding Health  
Insurance in The Emirate of Abu Dhabi**

# **Resolution No. (CO-014/10) Amending Certain Provisions of Resolution No. (25) of 2006 Issuing the Regulations of Law No. (23) of 2005 Regarding Health Insurance in The Emirate of Abu Dhabi**

## **Chairman/ Health Authority – Abu Dhabi**

Having reviewed:

Law No. (1/2007), Establishing Health Authority – Abu Dhabi;

Law No. (23) of 2005, regarding Health Insurance in The Emirate of Abu Dhabi;

Amiri Decree No. (8/2008)

The Executive Council Chairman's Resolution No. (25) of 2006, Issuing the Regulations of Law No. (23) of 2005, regarding Health Insurance in The Emirate of Abu Dhabi;

Resolution No. (4C/2010) issued on 24/02/2010 by the Executive Committee at The General Secretariat of The Executive Council, regarding the Addition of Healthcare Services for Work Related Injuries and Diseases to the Benefits of the Basic Health Insurance Policy; and

For the Public Good

We decided the following:

## Article 1

Item No. (7) of Schedule No. (3), annexed to Resolution No. (25) of 2006 issuing the Regulations of Law No. (23) of 2005, shall be repealed.

## Article 2

An item shall be added to Clause "Third" of Schedule No. (1) on the basic healthcare services, attached to the Resolution No. (25) of 2006 Issuing the Regulations of Law No. (23) of 2005. The above item shall be known as "8" and shall provide as follows: " 8- Healthcare services for work related injuries and diseases as determined in Law No. (8) of 1980 regarding work relations, its amendments and the applicable laws and resolutions in this regard".

## Article 3

These amendment provisions shall be applicable to the basic insurance policies issued or renewed after the effective date of this Resolution.

## Article 4

Any provision, to the extent it is in conflict with the provisions of this Resolution, shall be repealed.

## Article 5

This Resolution shall be effective as from its issuance date, and shall be circulated to the concerned parties to implement its provisions.

Issued on 22/03/2010

**Dr. Ahmed Mubarak Al Mazrooi**  
**Chairman**  
**Health Authority – Abu Dhabi**

**Resolution No. (CO-19/10) Amending  
Certain Provisions of Resolution No.  
(25) of 2006 Issuing the Regulations of  
Law No. (23) of 2005 Regarding Health  
Insurance in The Emirate of Abu Dhabi**



# **Resolution No. (CO-19/10) Amending Certain Provisions of Resolution No. (25) of 2006 Issuing the Regulations of Law No. (23) of 2005 Regarding Health Insurance in The Emirate of Abu Dhabi**

## **Chairman/ Health Authority – Abu Dhabi**

Having reviewed:

Law No. (1/2007), Establishing Health Authority – Abu Dhabi;

Law No. (23) of 2005, regarding Health Insurance in The Emirate of Abu Dhabi;

Amiri Decree No. (8/2008)

The Executive Council Chairman's Resolution No. (25) of 2006, Issuing the Regulations of Law No. (23) of 2005, regarding Health Insurance in The Emirate of Abu Dhabi;

Resolution No. (4C/2010) issued on 24/02/2010 by the Executive Committee at The General Secretariat of The Executive Council, regarding the Addition of Healthcare Services for Work Related Injuries and Diseases to the Benefits of the Basic Health Insurance Policy;

Resolution No. (CO-014-2010) dated 22/03/2010, Adding Healthcare Services for Work Related Injuries and Diseases to the Basic Health Insurance Policy; and

For the Public Good

We decided the following:

## Article 1

An item shall be added to Clause "Fourth" of Schedule No. (1) on the basic healthcare services, attached to the Resolution No. (25) of 2006 Issuing the Regulations of Law No. (23) of 2005. The above item shall be known as "7" and shall provide as follows: "7- Healthcare services for work related injuries and diseases as determined in Law No. (8) of 1980 regarding work relations, its amendments and the applicable laws and resolutions in this regard"

## Article 2

These amendment provisions shall be applicable to the basic insurance policies issued or renewed after the effective date of Resolution No. (CO-014-10).

## Article 3

This Resolution shall be effective as from 22/03/2010, and shall be circulated to the concerned parties to implement its provisions.

Issued on 24/05/2010

**Dr. Ahmed Mubarak Al Mazrooi**  
**Chairman**  
**Health Authority – Abu Dhabi**