



Encyclopedia of Health Legislation

Book 2: Health Insurance Legislation



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دائرة الصحة
DEPARTMENT OF HEALTH





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Third Issue - February 2023

Book 2:

Health Insurance Legislation



صاحب السمو الشيخ محمد بن زايد آل نهيان

رئيس دولة الإمارات العربية المتحدة

HIS HIGHNESS SHEIKH MOHAMED BIN ZAYED AL NAHYAN

PRESIDENT OF THE UNITED ARAB EMIRATES



المغفور له بإذن الله الشيخ زايد بن سلطان آل نهيان

تغمده الله بواسع رحمته

SHEIKH ZAYED BIN SULTAN AL NAHYAN



المغفور له بإذن الله الشيخ خليفة بن زايد آل نهيان

تغمده الله بواسع رحمته

SHEIKH KHALIFA BIN ZAYED AL NAHYAN



Introduction



The release of the third issue of the Encyclopedia of Health Legislation by the Department of Health - Abu Dhabi reflects the aspirations of the Government of Abu Dhabi to deliver the best services to customers and provide an organizational and legislative knowledge, and is the Department's first step towards legislative digitization in the health field to achieve its vision of "a healthier Abu Dhabi" and hence promote the wellbeing and happiness of community.

The release of "**Health Insurance Legislation**" in this second book of the Encyclopedia reflects the strategic and vital importance of the health insurance sector in promoting the efficiency and global competitiveness of this sector, protecting health insurance subscribers, providing appropriate healthcare, and enhancing their economic safety, in addition to supporting the private sector and encouraging its effective role in the Emirate through a body of laws, decisions, and regulatory and guiding regulations to provide the highest levels of healthcare services, and to govern its mechanisms and scope of work in the Emirate.

Health insurance legislation covers everything related to this vital sector, including the governing law, its implementing regulations and the amendments thereto, as well as the application of health insurance to UAE citizens and the like.

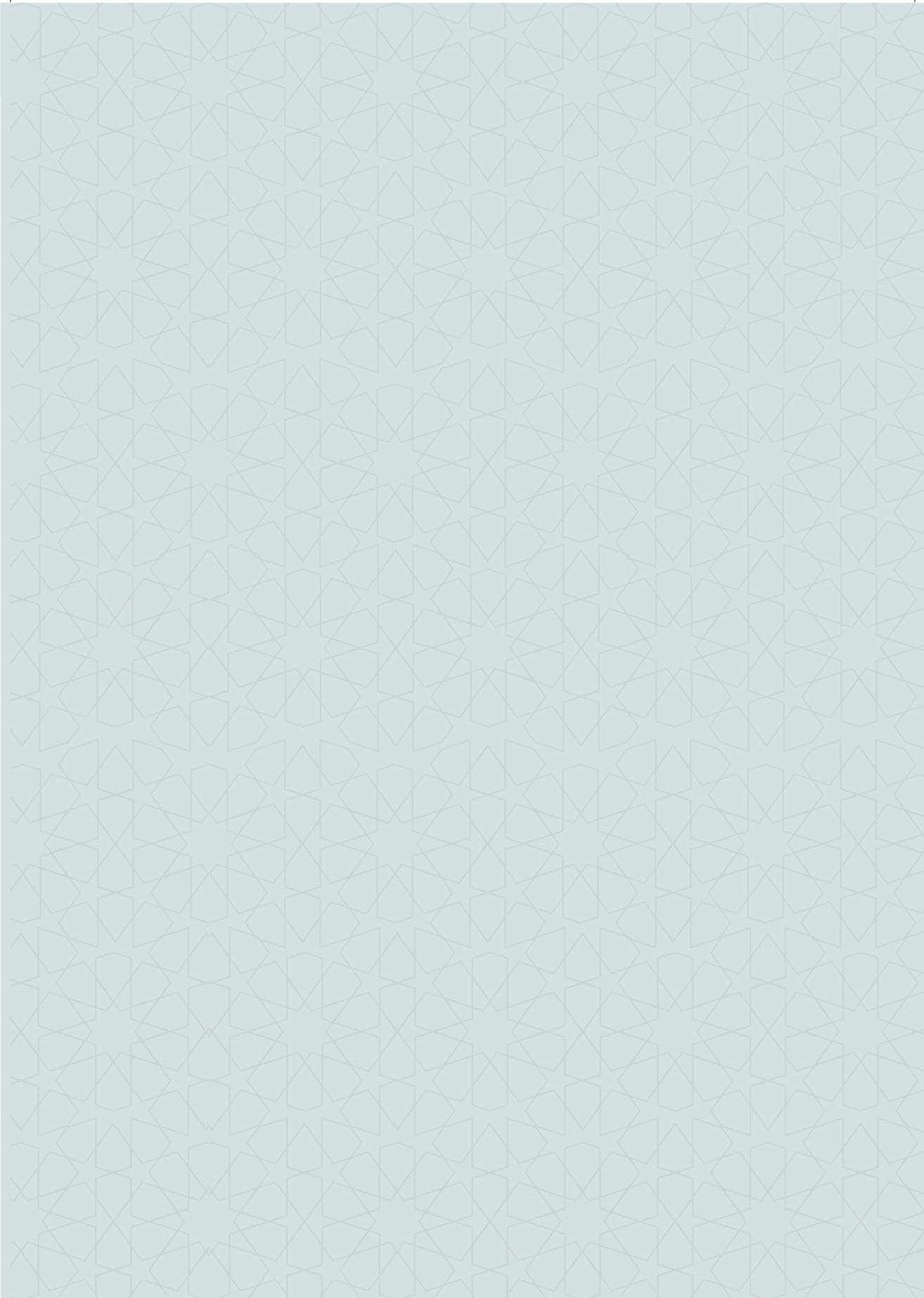
DOH will seek to strengthen the body of health insurance laws with further contributions and initiatives to keep pace with the world's trend towards the sustainable wellbeing, and place the emirate of Abu Dhabi on the international map in the quality of healthcare and safety of patients.

Finally, we would like to express our profound gratitude for the guidance and trust of H.E. the Chairman of the Department of Health and for the follow-up, support and attention of H.E. the Undersecretary. We would also like to extend our thanks and appreciation to DOH partners, all the Encyclopedia team, and the officials of DOH organizational units for their efforts and active participation in completion of this book, looking forward to working together towards further development and modernization to strengthen the body of the health legislation in the Emirate of Abu Dhabi.

Saqr Al Marzooqi

Manager, Legal Affairs Office

Abu Dhabi - February 2023





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

We, Khalifa bin Zayed Al Nahyan, Ruler of Abu Dhabi:

- Having regard to Law No. (1) of 1974 concerning the Reorganization of the Governmental Body in the Emirate of Abu Dhabi, as amended;
- Law No. (2) of 1971 concerning the National Consultative Council, as amended;
- Law No. (8) of 2001 concerning the establishment of the General Authority for Health Services for the Emirate of Abu Dhabi;
- Law No. (1) of 2004 concerning the Civil Service in the Emirate of Abu Dhabi;
- Federal Law No. (5) of 1985 Promulgating the Civil Code, as amended;
- Federal Law No. (8) of 1980 on the Regulation of Labor Relations, as amended;
- Federal Law No. (9) of 1984 on Insurance Companies and Agents, as amended;
- Federal Law No. (21) of 2001 concerning the Civil Service in the Federal Government; and
- Based on what was presented to, and approved by the Executive Council,
- **Promulgate the following Law:**

* This translation from Arabic to English is provided for your convenience only. In case of any discrepancy, the Arabic version prevails.

Title One

Definitions

Article (1)

The following words and expressions shall have the meanings ascribed to them, unless the context otherwise indicates:

State	: The United Arab Emirates.
Emirate	: The Emirate of Abu Dhabi.
Executive Council	: The Executive Council of the Emirate of Abu Dhabi.
Authority	: The General Authority for Health Services for the Emirate of Abu Dhabi.
UAE Citizen	: Anyone who holds the citizenship of the United Arab Emirates.
Non-UAE Citizen Resident	: Anyone who does not hold the citizenship of the United Arab Emirates and works within the Emirate of Abu Dhabi for a pay of any kind, or resides on the sponsorship of a natural or legal person within the Emirate.
Employer	: A natural or legal person who hires within the Emirate employees or workers for a pay of whatever kind.
Sponsor	: Whoever sponsors a Non-UAE Citizen Resident.
Insurer	: An insurance company operating in the State and licensed by the Authority to provide Health Insurance services.
Insurance Relationship	: The contractual relationship between the licensed insurance companies and the Employer or Sponsor for the provision of medical treatment services to the Insured.
Insured	: whoever has been subscribed to Health Insurance scheme.

Health Insurance	: The treatment service provided by Healthcare Providers through their health facilities to the Insured under the Health Insurance Policy.
Healthcare Provider(s)	: Government or private health facilities licensed by the Authority to provide medical treatment services.
Health Insurance Policy	: A policy entered into between the Employer or Sponsor with the Insurer for the provision of Health Insurance services to the Insured.

Title Two

Scope of Application

Article (2)

Health Insurance scheme shall apply to Non-UAE Citizen Residents of the Emirate of Abu Dhabi and their families pursuant to the provisions of this Law, and may be applied to UAE Citizens in the Emirate by resolution of the Executive Council.

The Implementing Regulations 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 decision of the Authority.
2. Non-UAE Citizen women married to UAE Citizens.
3. Children of UAE Citizen women married to non-UAE Citizens.
4. Arrivals to the Emirate on tourist visa.

5. Other categories that are exempted by 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 shall be mandatory for Non-UAE Citizen Residents of the Emirate and their families, and shall be optional for others.

Article (5)

An Employer shall enroll all its employees/workers and their family members, including an employee's/worker's wife and three children under the age of 18, in Health Insurance scheme. A Sponsor shall also enroll in Health Insurance scheme those sponsored by him who are not covered by the Employers, from the date of their arrival to the State. A non-UAE Citizen person may not obtain a residence permit or renew the same, nor may he/she be employed, unless after he/she is enrolled in the Health Insurance scheme.

Title Three

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 Citizen Residents and their families, as well as others requiring such services.

The Implementing Regulations shall define the licensing rules and conditions.

Article (7)

Health Insurance companies shall pay the cost of treatment of the Insured and reimburse it to Healthcare Providers.

Article (8)

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

Title Four

Healthcare 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 Regulations shall specify the facilities where each Insured is treated.

Article (10)

Healthcare Providers shall provide services according to the established professional and ethical standards and in accordance with the recognized medical techniques, taking into account the scientific progress realized in this regard.

Article (11)

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

Title Five

Medical Treatment Services

Article (12)

The mandatory Health Insurance provided for herein shall include the provision of the following medical treatment services:

1. Medical examination, treatment and primary care in clinics and medical centres by general practitioners and specialist physicians.
2. Laboratory tests and radiology.
3. Inpatient stay and treatment.

4. Regular dental and gum treatment excluding orthodontics and dentures.
5. Medications required to treat a case.
6. Accommodation charges of one patient's companion in critical cases.

The Authority may - after the approval of the Executive Council - delete or add other services whenever the need arises. The executive regulations of the Authority shall determine the type of medical treatment services provided to the Insured.

Article (13)

Health Insurance shall not cover the following medical treatment services:

1. Self-inflicted injuries.
2. Diseases caused by the use of stimulants or sedatives without medical prescription, or by the consumption of alcohol, drugs or the like.
3. Plastic surgery, unless necessitated by a serious accidental injury.
4. Comprehensive checkups, vaccines, drugs and preventive means that are not required by medical treatment provided for in the Health Insurance Policy.
5. Pregnancy and delivery treatment for women enrolled as unmarried in the scheme.
6. Therapeutic recreation and general physical health programmes.
7. Occupational diseases or injuries resulting directly from the Insured's occupation (work-related injuries).
8. Treatment of sexually transmitted venereal diseases as medically recognized.
9. Expenses for treatment of post-HIV diagnosed cases.
10. All expenses related to dental implants, dentures, permanent or removable bridges and orthodontics, except as a result of external violent occurrences.
11. Vision and hearing correction tests and audio or visual aids, unless ordered by the attending physician.
12. Insured's transportation expenses by means of transport other than the local licensed ambulances.

13. Treatment of hair fall, baldness or wigs.
14. Psychotherapy or treatment of mental or neurological disorders, except in acute cases.
15. Allergy tests of any nature other than those related to medication, diagnosis or treatment.
16. Devices, media, drugs, procedures or hormone therapy for the purpose of birth control, contraception, prevention of conception, the treatment of sterility, sexual impotence or infertility, In Vitro fertilization or any other means of artificial fertilization.
17. Treatment of any congenital defect or weakness present prior to the effective date of the Insurance Policy and is not life-threatening.
18. Organ transplants.
19. Medical cases requiring treatment abroad.

Without prejudice to the provisions of Article 12 hereof, the Authority may, after approval of the Executive Council, add or delete other services whenever the need arises.

Title Six

Health Insurance Policies

Article (14)

The Implementing Regulations shall set out the methods of contract between the Health Insurance companies and Healthcare Providers, provided that the contracts contain in particular:

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

In any event, these contracts shall be subject to the control of the Authority.

Article (15)

Government healthcare facilities of the Authority may contract directly with the Insurers to provide the Insured with medical treatment services, whether covered under the Health Insurance scheme or not.

Article (16)

The Authority shall approve the value of the mandatory 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 services that are covered or excluded under the policy.

Article (17)

Medical treatment services, other than those listed in the mandatory Health Insurance Policy, may be added through other optional insurance policies whose type and conditions are to be agreed between the Insurers and Healthcare Providers.

Article (18)

The Authority shall approve prices of the medical treatment services offered by Healthcare 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 Health 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 Health Insurance Policy, or in the event of submission of any incorrect information, 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 Policies.

Title Seven

General Provisions

Article (21)

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 Providers for two (2) years from the date of the last treatment. Insurers, third parties or the Insured may not take possession of these files. Judicial and other authorities 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, and shall 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 designating the officials of the Authority who shall have the status of judicial officers to 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. An Employer or Sponsor who refrains from subscribing to the health Insurance scheme or renewing the Health Insurance Policy shall be punished by a fine of no less than AED 300 (Dirhams Three Hundred) for each month not subscribed for in the Health Insurance Policy. Multiple penalties shall be imposed depending on the number of persons involved.
2. Subject to paragraph (1) above, and without prejudice to any severer penalty provided for in any other law, shall be punished by a fine of no less than AED 5,000 (Dirhams Five Thousand) and not more than AED 20,000 (Dirhams Twenty Thousand), whoever violates the provisions of this Law.

*Article (24) was amended by Law No. (22) of 2018 Amending Certain Provisions of Law No. (23) of 2005 concerning Health Insurance in the Emirate of Abu Dhabi.

Article (25)

The Executive Council shall issue the Implementing Regulations 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, or in conflict with the provisions of this Law or its Implementing Regulations shall be repealed.

Article (27)

This Law shall be published in the Official Gazette, and shall come into force four (4) months after the date of its publication.

Khalifa Bin Zayed Al Nahyan

Ruler of Abu Dhabi

Promulgated by Us in Abu Dhabi

On: 10/September/2005 G

06/Shab'an/1426 H



Law No. (22) of 2018 Amending Certain Provisions of Law No. (23) of 2005 concerning Health Insurance in the Emirate of Abu Dhabi*

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

- Having regard to Law No. (1) of 1974 concerning the Reorganization of the Governmental Body in the Emirate of Abu Dhabi, as amended;
- Law No. (2) of 1971 concerning the National Consultative Council, as amended;
- Law No. (23) of 2005 concerning Health Insurance in the Emirate of Abu Dhabi; *
- Law No. (10) of 2018 concerning the Establishment of the Department of Health;
- Chairman of the Executive Council Resolution No. (25) of 2006 on the Implementing Regulations of Law No. (23) of 2005 concerning Health Insurance in the Emirate of Abu Dhabi; as amended.
- Chairman of the Executive Council Resolution No. (25) of 2018 on the Additional Competencies of the Department of Health; and
- Based on what was presented to, and approved by the Executive Council,
- **Promulgate the following Law:**

Article (1)

Article (24) of the referenced Law No. (23) of 2005 shall be replaced by the following:

1. Without any severer penalty provided for in another law, an administrative penalty of not more than AED 10,000,000 (UAE Dirhams Ten Million) shall be imposed on whomever violates this Law and its Implementing Regulations and rules, policies, decisions and circulars implementing it.
2. The Department of Health shall undertake the collection of the administrative penalties. The Chairman of the Department shall, after the approval of the Executive Council, issue a schedule setting out the violations and administrative penalties prescribed for each of them, and not exceeding the penalty stipulated in this Article.

* This translation from Arabic to English is provided for your convenience only. In case of any discrepancy, the Arabic version prevails.

3. Subject to paragraph (1) above, in the event of multiple violations of the same type, the Department may set a maximum administrative penalty for these violations.
4. The Department may offer reconciliation to the violator in accordance with its procedures and controls under the provisions of the aforementioned Law No. (10) of 2018.
5. The Department may impose any of its prescribed administrative sanctions on the violator, who has the right to file appeal an appeal against them in accordance with the provisions of the aforementioned Law No. (10) of 2018.

Article (2)

Violations and penalties will continue to apply in accordance with the provisions of the referenced Chairman of the Executive Council Resolution No. (25) of 2006, until another Schedule of Violations and Administrative Penalties is issued.

Article (3)

This Law shall be published in the Official Gazette, and shall come into force as from the date of its publication.

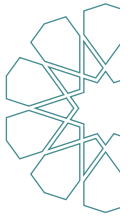
Khalifa Bin Zayed Al Nahyan

Ruler of Abu Dhabi

Promulgated by Us in Abu Dhabi

On: 22/November /2018 G

14/Rabi Al Awwal/ 1440 H



Chairman of the Executive Council Resolution No. (25) of 2006 on the Implementing Regulations of Law No. (23) of 2005 concerning Health Insurance in the Emirate of Abu Dhabi*

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

- Having regard to Law No. (1) of 1974 concerning the Reorganization of the Governmental Body in the Emirate of Abu Dhabi, as amended;
 - Law No. (8) of 2001 concerning the Establishment of the General Authority for Health Services for the Emirate of Abu Dhabi;
 - Law No. (23) of 2005 concerning Health Insurance in the Emirate of Abu Dhabi;
 - Federal Law No. (8) of 1980 on the Regulation of Labor Relations, as amended;
 - Amiri Decree No. (39) of 2005 concerning the Establishment of National Health Insurance Company (P.J.S.C); and
 - Based on what was presented to, and approved by the Executive Council,
- **Issue the following Resolution:**

Article (1)

Provisions annexed hereto, in respect of the Implementing Regulations of Law No. (23) of 2005 concerning Health Insurance in the Emirate of Abu Dhabi, shall be implemented.

Article (2)

This Resolution shall be effective from the date of its issuance, and shall be published in the Official Gazette.

Mohamed Bin Zayed AL Nahyan

Crown Prince and Chairman of the Executive Council

Issued by Us in Abu Dhabi

On: 04/June/2006 G

08/Jumada Al Awwal/1427 H

*This translation from Arabic to English is provided for your convenience only. In case of any discrepancy, the Arabic version prevails.

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

Title One

Definitions

Article (1)

In application of the provisions of these Regulations, the following words and expressions shall have the meanings ascribed to them, unless the context otherwise indicates:

State	: The United Arab Emirates.
Emirate	: The Emirate of Abu Dhabi.
Executive Council	: The 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.
Authorized Health Insurance Company	: A national or foreign insurance company which is licensed and authorized to carry on Health Insurance business in the State, and which is licensed by the Authority to provide Health Insurance in accordance with the Health Insurance Scheme.
Authorized Healthcare Provider(s)	: 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 medical treatment services in the Emirate with respect to Health 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 Health Insurance Policy, or at the time of receiving medicine or undergoing medical tests.
Employer :	Any natural or legal person who employs 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 Regulations.
Enhanced Health Insurance Policy :	The Health Insurance Policy according to which Basic Healthcare Services are offered, in addition to other healthcare services that the insurer considers to add to the Basic Healthcare Services in accordance with the Regulations.
Insured :	Any person insured under a Health Insurance Policy in accordance with the Health Insurance Law.
Expatriate Resident :	Any non-UAE Citizen person 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 families and dependents of the Expatriate Resident who enter the Emirate for the purpose of residence.
Sponsor :	Any natural or legal person who sponsors 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 under the Health Insurance Law and its Implementing Regulations according to which the concerned parties shall operate.

UAE Citizen	: A natural person who holds the citizenship of the State in accordance with the applicable laws.
Risk Assessment Criteria	: The physical condition of the Insured, including age, gender, nationality, occupation and medical and mental condition, for the purpose of determining the scope of insurance, in order to determine the scope of insurance coverage and levels of insurance Premiums that must be fulfilled.
Healthcare Service Provision Contract	: A contract entered into between an Authorized Healthcare Provider and an Authorized Health Insurance Company setting out the terms and conditions pursuant to which the Authorized Healthcare Provider will provide Healthcare Services to the Insured in accordance with the Health Insurance Scheme.
Exempted Person	: Any person who is bound to enroll 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 exemption decision in force.
Service	
Excluded Healthcare Services	: A list of exclusions from the coverage of Basic Healthcare Services provided under the Enhanced Health Insurance Policy as set out in Schedule 2.
Health Insurance Out-of-Scope Healthcare Services	: The List of services set out in Schedule 3 hereto.
Broker	: Any natural or legal person licensed 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 Health Insurance Policies for remuneration or commission whether payable by an Authorized Health Insurance Company, an Insured or an Insurer.
Third Party Administrator	: Any company licensed to carry on insurance claim administration in the Emirate.

Premium	: The cost payable by the Insured for obtaining the Health Insurance Policy.
Violation Notice	: A notice issued by the Authority to any person or entity specifying details of a violation by that person or entity of the Health Insurance Law or its Implementing Regulations.
Medical Emergency	: An injury suffered by the Insured as a result of an accident that the Insured has nothing to do with its occurrence, or an emergency health condition that requires immediate medical intervention.
Complaint	: A written complaint against the non-performance of an obligation under the Health Insurance Scheme which is filed to the Authority pursuant to these Regulations.
Basic Healthcare Services	: The minimum healthcare services, as set out in Schedule 1 hereto, which must be provided to the Insured under any Health Insurance Policy authorized hereunder.

Title Two

Authority

Article (2)

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

- implement, co-ordinate and oversee the Health Insurance Scheme;
- license and oversee the activities of Healthcare Providers, Health Insurance Companies, Brokers and Third Party Administrators;
- set and collect fees for the licensing of Authorized Healthcare Providers,

Authorized Health Insurance Companies, Brokers and Third Party Administrators, and set and collect fines for violations of the Health Insurance Scheme;

- approve mechanism for 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 Providers, Health Insurance Companies, Brokers and Third Party Administrators (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 medical treatment services covered by the Basic Health Insurance Policy;
- oversee the costs of medical treatment services covered by the Enhanced Health Insurance Policy;
- appoint and monitor the judicial officers, and work with federal and local government and quasi-government authorities, institutions and corporations and the private sector establishments to ensure compliance with the Health Insurance Law and its Implementing Regulations;
- conduct investigations, as appropriate, in association with other federal and local government authorities and institutions to ensure that the Health Insurance Scheme is implemented in accordance with the Health Insurance Law and its Implementing Regulations;
- Submit reports to the Executive Council with recommendations on all matters related to the Health Insurance Scheme;
- conduct studies and researches, as appropriate, to update the Health Insurance Scheme;
- perform any other functions within the scope of the Health Insurance Scheme.

Article (3)

In carrying out its functions, the Authority shall pursue the following objectives:

- adopt an effective and competitive policy in the field of Health Insurance;
- protect the interests of all participants in the Health Insurance Scheme;
- ensure the optimal utilisation of Health Insurance Premiums for the level of services delivered under the Health Insurance Scheme;
- promote the safety of all participants in the Health Insurance Scheme; and
- issue periodicals explaining the Authority's policies, guidelines and procedures with respect to the implementation of the Health Insurance Scheme.

Title Three

Health Insurance Scheme, its Scope of Application and Application for Exemption Therefrom

Article (4)

1. Health Insurance Scheme shall set 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.
 - Families and dependents of all Expatriate Residents of the Emirate.
 - 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 cards system approved by the Authority:
 - UAE Citizens.
 - A non-UAE Citizen wife of a UAE Citizen.

- Children of a UAE Citizen woman married to a non-UAE Citizen.
 - 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.
 - Whoever is granted an exemption by the Authority from all or part of the requirements of the Health Insurance Scheme.
 - Any other categories excluded from the application of the Health Insurance Scheme by decisions of the Authority after approval of the Executive Council.
4. The Executive Council may issue a resolution for the application of the Health Insurance Scheme to the excluded categories.

These categories may subscribe to the Health Insurance Scheme.

5. Persons who do not reside or work (UAE Citizen/non-UAE Citizen) in the Emirate may subscribe to the Health Insurance Scheme for insurance policies other than the basic 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 (2) months.
7. Persons issued with a health card by the Authority prior to 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 prior to 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 (5)

1. Any natural or legal person who is obliged to provide mandatory Health Insurance to itself or others under the Health Insurance Scheme may

submit a written application on the appropriate form to the Authority, to be exempted 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 medical treatment services available to the applicant.
 - Complete details of medical treatment 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 require the applicant to provide any additional information it may deem necessary, and it may request an inspection of the applicant's healthcare facilities.
5. the Authority may, after approving the exemption application, 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 twelve (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 entities in the Emirate of the list of all exemptions granted in accordance with these Regulations.
8. The Authority shall define the standards and conditions to be met by the private healthcare facilities owned by establishments and companies operating in the Emirate, in order that they be exempted from all or part of the Health Insurance Scheme.

Title Four

Health Insurance Policies and Proof of Income of the Insured

Article (6)

1. Health Insurance Policies are the policies according to which the minimum Basic Healthcare Services as set out under Schedule 1 are provided, and any other Excluded Healthcare Services that the Insurer chooses to add.
2. Health Insurance Policies are divided into three types as under:
 - (a) Basic Health Insurance Policy that is available only to the following two (2) categories:
 - Persons with limited income and their dependents who receive 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 emergency cases for the following two (2) 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 an authenticated document is presented in confirmation thereof.
 - (c) Enhanced Health Insurance Policy which is available to all categories.
3. Other medical treatment services may be added to the Basic Healthcare Services set out in Schedule 1, provided that the cost of these additions is agreed by the Insured, the Authorized Health Insurance Companies and the Authorized Healthcare Providers.
4. The Health Insurance Policy shall be valid for one (1) calendar year. No refund of any part of value paid in respect of the Basic Health Insurance Policy may be made after the signing of the Basic Health Insurance Policy. With respect to the Enhanced Health Insurance Policies, the insured and the Health Insurance Companies shall agree on the cases, conditions and procedures whereby a refund of part of the value of these policies may be recovered.

5. The value of the Basic Health Insurance Policy will be determined by decision of the Executive Council at 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 considers to add to the Basic Healthcare Services.
 - Co-payment or Deductible that is payable by the Insured with respect to any requested tests or medical care covered under the Health Insurance Policy, medication or medical tests.
 - The maximum amounts in respect of medical treatment services that are payable 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 shall cover the medical care services in Emergencies only, and their value shall 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 value of the Policy in proportion to the approved exemptions.
9. Health Insurance Policies shall be made in Arabic and be translated into English. The Arabic text shall be 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 the insurance policy. The Authority shall specify the types of these conditions.
11. Health Insurance Policies issued before these Regulations come into effect will continue to be valid for the duration of the Health Insurance Policy

or for a period of one (1) year from the date of entry into force of these Regulations, whichever is less, and may be renewed on the terms set out in the Health Insurance Scheme.

12. Authorized Health Insurance Companies shall provide the Insured with cards showing details of the Health Insurance Policy.
13. An Authorized Health Insurance Company shall issue a renewal notice thirty (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 prior to subscription to the Health Insurance Scheme.

Article (7)

1. Employers and Sponsors shall provide the Authorized 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 authorized to sign.
2. The Authorized Health Insurance Company or the Authority may require further evidence with respect to the monthly income of the Insured.
3. All concerned entities 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. The Authorized Health Insurance Companies must not issue Basic Health Insurance Policies except after verifying the income of the Insured.

Title Five

Basic Healthcare Services; Emergencies; Exclusions

Article (8)

1. Schedule 1 hereto sets out the Basic Healthcare Services that must be made available to every Expatriate Resident in the Emirate.

2. Any Authorized Health Insurance Company 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 one Health Insurance Policy.
4. Notwithstanding the provisions of the paragraph above, insurance may be procured for inpatient examination and treatment only, in which case, the value of the Policy shall be equivalent to 50% of the original Policy value 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. Authorized Healthcare Providers shall provide medical treatment services to every Insured or uninsured person in Medical Emergencies, and may subsequently recover the cost of the medical treatment services from the Authorized Insurance Company, in accordance with the Health Insurance Policy, if the person is insured.
2. A Sponsor or Employer shall pay the actual cost of medical care services in Medical Emergencies in the event that the injured is not insured.
3. Government or private healthcare facilities may not refrain from providing medical care 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 medical care services offered in connection with the accident will be recovered from this company.

Article (10)

1. Schedule 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 herein, the Basic Health Insurance Policy shall not include any of the Excluded Healthcare Services.

3. An Authorized 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 Premiums based on market rates, provided that the Basic Health Insurance Policy becomes in this case an Enhanced Health Insurance Policy.

Title Six

Obligations of the Employer and Sponsor to Provide Health Insurance

Article (11)

1. An Employer shall be liable before the Sponsor for providing the Basic Health Insurance cover for its employees and their dependents, even if not sponsored by him, and shall be liable to ensure 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 6, where an employee has more than three (3) children under the age of 18 on his sponsorship, the Employer shall be liable for 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 liable for the cost of Basic Health Insurance Policies to the employee and employee's dependents and shall not pass on the cost of such policies, or any part thereof, to its employees.
5. An Employer shall be liable for the cost of medical care services that are provided to employees and employees' dependents, even if it does not subscribe to the Health Insurance Scheme.
6. The concerned authorities in the Emirate shall not renew an Employer's trade license unless the Employer submits 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 entities in the Emirate that detect 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 liable to ensure 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 medical care 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 submit the Health Insurance Policies when obtaining or renewing residence permits.
4. Naturalization and residency departments in the Emirate shall 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 subscription to Health Insurance Scheme for the previous applicable period.
6. A Sponsor shall not pass on the cost of 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 (7) 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. Naturalization and residency departments 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 Schedule of violation hereto.

Title Seven

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 Authorized Health Insurance Company on the relevant form which shall include the following particulars:
 - Copy of the license to underwrite insurance in the Emirate of Abu Dhabi as issued by the concerned authorities.
 - Full details and proforma copies of the proposed Health Insurance Policy.
 - Full details and proforma copies of the application forms, claim forms and other relevant documentation that the applicant intends to utilise in underwriting Health Insurance Policies pursuant to the Health Insurance Scheme.
 - Contracts proposed to be entered into in the field of medical treatment services, Health Insurance Companies and Brokers in the sale of Health Insurance Policies and Third Party Administrators.
 - Health Insurance card format.
 - The 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 Authorized Health Insurance Company to deal with any Complaints or disputes arising with the Insured.

- Any other relevant documentation or requirements that may be specified by the Authority in the future.
- 2. Insurance companies and other entities that are not registered with the Authority as Authorized 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 Authorized Health Insurance Company shall be signed by a duly authorized officer of the applicant and proof of such authorization.
- 4. The Authority shall decide on the application that fulfills the legal conditions prescribed in this regard within sixty (60) days, and may request the applicant, where necessary, to submit other documents or data. The Authority shall notify the applicant of its decision in writing.
- 5. The Authority may request the concerned entities to provide the Authority with any information or documents it deems necessary to decide on the application.
- 6. the Authority shall, after the approval of the application for registration as an Authorized Health Insurance Company issue a certificate to this effect.
- 7. The license shall be valid for a period of one (1) year, renewable upon the same conditions.
- 8. The Authority shall publish a list of Authorized Health Insurance Companies and also the partners licensed under these Regulations, provided that the list is published in the Official Gazette of the Emirate.
- 9. The Authority shall follow up the activities of the Authorized Health Insurance Companies in relation to its operations during the duration of the license to ensure that these companies comply with the Health Insurance Scheme. The Authority may take any action it deems necessary against these companies.
- 10. Health insurance companies may not apply for the cancellation of the license to operate under the Health Insurance Scheme unless they first obtain the approval of the Authority and publish a notice of cancellation twice in Arabic and English newspapers. A notice period of one (1) month will be given for fulfilment of the obligations of these companies.

Article (14)

1. Authorized Health Insurance Companies may contract with other companies registered under the applicable laws for the purpose of administration of Health Insurance affairs.
2. The Authorized Health Insurance Company and the Third Party Administrator shall be jointly liable for the performance of all obligations of the Authorized Health Insurance Company.
3. Licenses 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 own, manage or co-manage any Healthcare Providers' facilities.

Article (15)

1. An Authorized Health Insurance Company shall conduct its activities properly, shall act with care and diligence in the course of its participation in the Health Insurance Scheme, and shall carry out its operations at all times in accordance with the internationally accepted standards.
2. An Authorized Health Insurance Company shall be liable for the actions of its agents, including services rendered or undertaken by a third party, as if such actions were undertaken by the Authorized Health Insurance Company itself.
3. An Authorized Health Insurance Company shall ensure that it deals with any Complaints or disputes brought to it in accordance with the Law.
4. An Authorized Health Insurance Company may not own, manage or co-manage any authorized healthcare facilities, nor may an Authorized Health Insurance Company provide any medical care services whether in respect of the Health Insurance Scheme or otherwise.
5. An Authorized Health Insurance Company may not have any interest with any Authorized Healthcare Providers or any Broker that would conflict with the proper performance of the duties of the Authorized Health Insurance Company. The conditions of this provision shall extend to the senior management of an Authorized Health Insurance Company.
6. An Authorized Health Insurance Company shall take immediate actions to avoid any conflict of interest that has arisen or may arise, and shall

immediately disclose the matters giving rise to this conflict to the Authority in writing to enable investigation into the matter by the Authority.

7. The Authority may, upon written notice to an Authorized Health Insurance Company, require the Authorized 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 of the Health Insurance Law and shall result in a penalty and/or the suspension or cancellation of the license of the Authorized Health Insurance Company granted by the Authority.

Article (16)

1. A Broker that is duly licensed to operate as an insurance Broker by the competent authorities in the State may submit a request to the Authority to operate in Health Insurance. The Broker may operate in Health Insurance only after obtaining a license from the Authority.
2. Brokers authorized by the Authority shall transact business in the State in accordance with the insurance law in the State.
3. A Broker may not market, intermediate in, or sell any Health Insurance Policy unless such policy is issued by an Authorized Health Insurance Company.
4. A Broker may not accept any gift, commission or fee from any Healthcare Provider in return for its services.
5. An authorized Broker may not own, manage or co-manage any facilities of the Authorized Healthcare Provider or Authorized Health Insurance Companies.
6. When requested in writing by the Authority, the Authorized Health Insurance Companies shall present all records and details of its transactions with all Brokers authorized by the Authority.
7. An Authorized Healthcare Provider may not pay any commission or fee to Authorized Brokers, and any such action shall constitute a violation of the Health Insurance Law.

8. All Brokers who are in possession of a license in Health Insurance shall submit an annual report to the Authority on all transacted business on the form prepared to this effect by the Authority.
9. if an Authorized Health Insurance Company deals with a Broker that is not licensed by the Authority, both of them shall be considered to have committed a violation of the Health Insurance Law.

Title Eight

Healthcare Provider Licensing Requirements and Obligations; Healthcare Service Provision Contracts

Article (17)

1. An entity desiring to provide medical care services pursuant to the Health Insurance Scheme shall apply to the Authority for registration as an Authorized Healthcare Provider on the form prepared to this effect by the Authority, and shall enclose the following documents with the application:
 - Copy of the license to operate a private medical facility in the Emirate;
 - Details of healthcare services the applicant wishes to provide as an Authorized Healthcare Provider;
 - Medical liability insurance policy for its employees;
 - Complete details of the proposed price list to be approved by the Authority;
 - The automated system for invoicing and financial reconciliations arising from the implementation of the Health Insurance Scheme; and
 - Other relevant documents as may be specified by the Authority from time to time.
2. All Government Healthcare Providers of the Authority shall be considered as Authorized Healthcare Providers with effect from 1/7/2006 for a period of one (1) year, and these facilities shall apply to the Authority for new licenses at the expiry of such period.
3. Only Authorized Healthcare Providers shall be entitled to provide healthcare services pursuant to the Health Insurance Scheme.

4. An application to the Authority for registration as an Authorized Healthcare Provider shall be signed by a duly authorized officer of the applicant and proof of such authorization to the satisfaction of the Authority shall be provided with the application.
5. The Authority shall decide on the application that fulfills the legal conditions prescribed in this regard within sixty (60) days, and may request the applicant, where necessary, to submit other documents or data. The Authority shall notify the applicant of its decision in writing.
6. All competent entities in the Emirate shall provide the Authority with all data, information and documents necessary to decide on the application.
7. The Authority shall, after approval of the application for registration as an Authorized Healthcare Provider, issue a certificate to this effect.
8. The license shall be valid for a period of one (1) year, renewable upon the same conditions.
9. The Authority shall monitor the activities of the Authorized Healthcare Providers during the validity of the license to ensure compliance with the Health Insurance Scheme. The Authority may take any actions it deems necessary against an Authorized Provider in the event of breach of its obligations under the Health Insurance Scheme, including to impose any fines or the suspension or revocation of the Authorized Provider's health insurance authorization.
10. An Authorized Healthcare 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 Authorized Healthcare Providers with the legal policies and procedures of the Authority and shall take the prescribed legal action in the event of failure of compliance.
12. The Authority shall publish a list of Authorized Healthcare Providers, provided that the same is published in the Official Gazette of the Emirate.
13. Healthcare Providers may not apply for the cancellation of the license to operate under the Health Insurance Scheme, unless with the approval of the Authority and after they publish the notice of cancellation twice in Arabic and English newspapers. A notice period of two (2) months shall be given for the fulfilment of their obligations.

Article (18)

1. An Authorized Healthcare Provider shall conduct its activities properly, shall act with care and diligence in the course of its implementation of the Health Insurance Scheme, and shall provide healthcare services at all times in accordance with the international standards.
2. An Authorized Healthcare Provider may not have any interest, by way of ownership, management or co-management, in an Authorized Health Insurance Company or Brokers, nor may a Healthcare Provider participate in any manner whatsoever in acting as a Broker in the sale or marketing of Health Insurance Policies.
3. An Authorized Healthcare Provider may not have an interest in, participate in the ownership or otherwise of an Authorized Health Insurance Company or Broker that would conflict with the proper performance of the duties of the Healthcare Provider. The conditions of this provision shall extend to senior management of the Authorized Healthcare Provider.
4. A Healthcare Provider shall take immediate actions to avoid any conflict of interest that has arisen or may arise, and shall immediately disclose the matters giving rise to this conflict to the Authority in writing to enable investigation into the matter by the Authority.
5. The Authority may, upon written notice to an Authorized Healthcare Provider, require the Authorized Healthcare Provider to produce for inspection its accounts and records to ensure performance of its obligations under the Health Insurance Scheme.
6. The Authority may 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 of the Health Insurance Law and its Implementing Regulations.

Article (19)

1. Government Healthcare Providers of the Authority shall only transact with the National Health Insurance Company (Daman) under Daman's contracts and policies with effect from 1 July 2006 for a period of five (5) years, which may be extended or shortened by resolution 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, institutions and companies wholly owned by the Government (federal/local) and their dependents for a period of ten (10) years with effect from the date on which these Regulations take effect. This period may be extended or shortened by resolution of the Executive Council.

3. The Authorized Health Insurance Company shall enter into contracts with the Authorized Healthcare Providers, which include the following details:
 - Parties to the contract;
 - Duration of the contract;
 - Duties and obligations of the Authorized Health Insurance Company;
 - Duties and obligations of the Authorized Healthcare 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 contract;
 - Confidentiality obligations in respect of Insured's files and records;
 - Volume of services, cap for prices and costs of Basic Healthcare Services an Authorized Healthcare Provider must provide;
 - Co-payment/Deductible to be paid by the Insured upon requesting a covered healthcare service or when receiving medication or laboratory tests or diagnostic x-rays.
4. All contracts shall be subject to the supervision and approval of the Authority, and the Authority may make any amendments it considers appropriate before approving any contract. No contract will be enforced before it is approved by the Authority.
5. Parties to a contract shall, within thirty (30) days, provide all explanations and documents required by the Authority for the review of that contract, and any delay after the prescribed time limit shall constitute a violation of the Health Insurance Law and shall result in a penalty as prescribed in these Regulations.

6. Authorized Health Insurance Companies and Authorized Healthcare Providers shall deposit signed copies of their contract with the Authority together with any amendments thereto.

Title Nine

Judicial Officers

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 status of judicial officers.
2. Judicial officers shall be appointed to assist the Authority in its role of implementing, administering and overseeing the Health Insurance Scheme.
3. The Authority shall issue the judicial officer with an identity card which shall be carried by the authorized officer at all times, and be presented upon request when discharging any of their duties.
4. A judicial officer shall investigate any Complaint and/or any violation of the Health Insurance Scheme in relation to his functions pursuant to applicable laws.
5. A judicial officer shall prepare a written report on any investigations conducted in the form prepared to this effect by the Authority. Such report shall contain:
 - The name of the judicial 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 Regulations which have been violated;
 - All other relevant facts;
 - The date of completion of the report.
6. The judicial officer shall sign the above-mentioned report and submit the same to the Authority's Complaint unit for action within seven (7) days of the completion of the investigative action.

7. A judicial officer shall not disclose any confidential information with respect to the investigation of the Complaint and no authority, other than the competent authorities, may access the confidential information.

Title Ten

Complaints, Disputes and Violation decision

Article (21)

1. The Authority shall establish a Complaint unit to help investigate Complaints and disputes between participants in the Health Insurance Scheme.
2. A Complaint by an Insured in respect of healthcare services and/or a Health Insurance Policy shall not be heard by the Complaint unit unless and until:
 - The dispute settlement procedures between the Insured and an Authorized Health Insurance Company, under the latter's system, have been exhausted; and
 - The dispute settlement procedures between the Insured and an Authorized Healthcare Provider, under the latter's system, have been exhausted.
3. The Authority shall prepare forms and procedures under which Complaints are submitted.
4. The Authority shall set out a schedule of fees for the examination of Complaints and procedures for the collection of the prescribed fees.
5. A Complaint submitted to the Complaint unit must:
 - be in writing on the prescribed form and signed by the complainant;
 - be accompanied by the prescribed fee;
 - enclose all relevant documentation in support of the Complaint;
 - include the subject matter of the Complaint and the detailed claims of the complainant.
 - be either in English or in Arabic.

6. The functions of the Complaint unit shall be:
 - to receive and complete the formalities of the Complaints;
 - to refer the Complaint to investigation, if necessary;
 - to instruct judicial officers to conduct investigations and examinations it deems appropriate;
 - any other functions that are incidental to the performance of any of the preceding functions;
 - to make recommendations to the Authority to take any action it deems proper in relation to the findings of any investigation into Complaints.
7. On receipt of a Complaint against an Authorized Healthcare Provider or an Authorized Health Insurance Company, the Complaint unit may:
 - inform the Authorized Healthcare Provider or the Authorized Health Insurance Company of the nature of the Complaint, and provide them with any documentation as the Complaint unit in its discretion deems necessary;
 - request the Authorized Healthcare Provider or the Authorized Health Insurance Company to provide the Complaint unit with its reply and all supporting documents related to the Complaint within fourteen (14) days of receipt of the request. The Complaint unit may extend this period to a maximum of twenty-eight (28) days;
 - refer the matter to a judicial officer for investigation, if necessary; and
 - request the Authorized Healthcare Provider or the Authorized Health Insurance Company to provide any records or documents necessary for the examination of the Complaint.
8. The Authorized Healthcare Provider or the Authorized Health Insurance Company shall comply with all requests received from the Complaint unit.
9. The Complaint unit may handle a Complaint by:
 - conducting an investigation;
 - referring the investigation of a Complaint to a judicial officer;
 - notifying all parties to the Complaint and requesting such documents as may be relevant to the Complaint;

- making a decision with respect to the findings or the report of the judicial officer 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 entities for investigation.
10. The Complaint unit may elect not to look into any Complaint in cases where:
- a decision was issued with respect to the subject matter of the dispute;
 - the judicial officer's report 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 submitted on the prescribed form or the relevant fee has not been paid.
11. The Complaint unit may elect not to take any action in relation to a Complaint if the fact to which the Complaint relates has occurred more than twelve (12) months prior to the Complaint being made.
12. The Complaint unit shall notify the complainant in writing within one (1) month of receipt of the Complaint as to what action the Complaint unit has taken to deal with the Complaint.
13. A complainant may request the Complaint unit to provide a written summary of details of any action or investigation taken by the Complaint unit within thirty (30) days of its submission.
14. Healthcare Provider contracts and Health Insurance Company contracts shall contain a provision that all disputes be submitted to the Complaint unit of the Authority for an amicable settlement. Any other dispute settlement procedures shall be of no effect and force unless and until the Complaint examination procedures set out herein have been met.
15. Where the Complaint unit considers that a Complaint should be referred to another authority for investigation, the Complaint unit may refer the matter to that authority and shall advise the Complainant in writing of such referral.

16. Healthcare Providers, Health Insurance Companies, Brokers and Third Party Administrators may not receive or impose fees for Complaints submitted to them with respect to Health Insurance.

Article (22)

1. A violation decision shall be issued on the prescribed form 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 sanction to be imposed.
 - Remedial actions required to be taken by the person or entity to whom the violation decision is addressed, the time period for such action to be taken and the evidence to be submitted to the Authority as proof of such remedial actions.
 - The place and method by which the monetary penalty is to be paid.
 - Details as to the time period and process for challenging the violation decision as set out in these Regulations.
2. A violation decision shall be delivered either by registered mail to the person or entity to whom it is addressed or to the person or entity directly, provided that the Authority retains 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 legal actions.
5. A person or entity to whom a violation is addressed may file an appeal against the violation decision with the Complaint unit, in accordance with

the procedure set out herein within seven (7) days of the receipt of the violation decision. The Complaint unit shall issue its decision with respect to the appeal within one (1) month from the date of the appeal, provided that all procedures relating to Complaints are followed.

6. Licenses 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 these Regulations have been settled.

Title Eleven

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 in the following cases:
 - Upon submission of a written request by the Insured that expressly provides for access to such files or records for another party;
 - Pursuant to an order by a competent court, the police or the Authority; and
 - Where disclosure of files or records is required for the purposes of these Regulations and the person to whom the files and records are disclosed undertakes to maintain the disclosed information confidential.
2. Authorized Healthcare Providers shall retain the files or records of the Insured at the healthcare facilities for a period of at least two (2) years from the date of the last Health Insurance Policy or treatment, whichever is farther, and the files or records may be completely disposed of only five (5) years after the last treatment.
3. An Insured may, in the event the Healthcare Provider is changed for any reason whatsoever, request a complete copy of his file or records and submit the same to the new Healthcare Provider.

Article (24)

1. The Authority shall specify the nature of reports to be submitted by Health Insurance Companies, Authorized Healthcare Providers, Brokers and Third Party Administrators.
2. Parties specified in the preceding paragraph shall submit their reports in the form prescribed by the Authority every three (3) months.
3. A delay in submitting the required reports pursuant to this Article shall constitute a violation of the provisions of Health Insurance Law.

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 Regulations.

Article (26)

Health Insurance shall come into effect with respect to the following categories on the date set out opposite each of them:

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

Article (27)

Government shall provide all healthcare services in cases of injuries or diseases to the Insured as a result of military operations, wars, terrorist acts, nuclear power, chemical pollution, natural disasters or spread of epidemics.

Article (28)

The Authority may amend the provisions of these Regulations, and all the annexed schedules, provided that they are approved by the Executive Council.

Schedule 1

Basic Healthcare Services

This Schedule sets out the Basic Healthcare Services that are covered by the Basic Health Insurance Policy:

I. The annual maximum limit for the Basic Healthcare Services:

AED 250,000 (Dirhams Two Hundred Fifty Thousand) for every person.

II. Geographic Coverage:

1. Basic Health Insurance Services are offered inside the Emirate of Abu Dhabi through a network of Healthcare Providers who are licensed by the Authority.
2. Only Medical Emergencies are covered in the other emirates.

III. Inpatient Basic Healthcare Services at Authorized Hospitals:

1. In-patient Basic Healthcare Services shall be received in rooms with 2 or more beds, provided that the Authorized Health Insurance Company grants its prior approval.
2. Examination, diagnosis, treatments and surgeries in hospitals for non-urgent medical cases require the prior approval of the Insurer.
3. Healthcare services for emergency cases.
4. Transportation services for Medical Emergencies inside the Emirate of Abu Dhabi by authorized entities.
5. The maximum limit for the cost of accommodating a companion of an Insured child up to 10 years of age is AED 100 a day.
6. The maximum limit for the cost of accommodating a companion of the patient in the same room in urgent cases and on the recommendation of a physician is AED 100 a day maximum. Prior approval of the health insurance company is required.
7. In-patient maternity services of whatever nature, provided that a prior approval is obtained from the Authorized Health Insurance Company and the patient pays a sum of AED 500 for each delivery.

IV. Outpatient Basic Healthcare Services at Authorized Hospitals and Health Centres:

1. Examination, diagnostic and treatment services by general practitioners of clinics and health centres specified for treatment of the Insured. 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 physician, on condition that the Insured is referred by general practitioners. Follow-ups are exempted from fees if made within seven (7) days from the date of first examination.
2. Laboratory test services, provided that a fee of AED 10 is paid and the tests are carried out in the authorized facility specified for treatment of 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 specified for treatment of the Insured. In cases of non-Medical Emergencies, the prior approval of the insurance company is required for MRI, CT scans and endoscopies.
4. Physiotherapy treatment services, provided that the prior approval of the Authorized Health Insurance Company 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 prior approval of the health insurance company is required for prescriptions whose cost exceeds AED 500.
6. Examination, diagnostic and treatment services for pregnancy and gynecology services by general practitioners at authorized health centres and clinics specified for treatment of the Insured. 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 physician, provided that the Insured is referred by general practitioners. Follow-ups are exempted from fees if made within seven (7) days from the date of first examination.

V. Deferred Basic Healthcare Services

1. Diagnostic and treatment services for dental and gum treatments except for Medical Emergencies.
2. Hearing and vision aids, and vision correction by surgeries and laser except for Medical Emergencies.

- VI. 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 that need prior 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. Expenses relating to dental treatment, dental prostheses and orthodontic treatments.
3. Special home care, private nursing and care for the sake of travelling.
4. Special care, including:
 - Non-medical treatment services; or
 - Health services that do not lead to an improvement in the patient's condition or that do not cause a change in his health condition.
5. Services that 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 defect 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. Medical treatment services used for the purposes of experiments,

examinations and research that are not medically recognized, as well as pharmaceutical devices, equipment and regimens.

10. Medical treatment services that take place outside the approved network of Healthcare Providers licensed by the Authority, except for cases of Medical Emergency.
11. Healthcare services, treatments and associated expenses for alopecia, baldness, hair fall, dandruff or wigs.
12. Supplies, Treatment and services for smoking cessation programs and 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 / hormone disorders / sexual dysfunction).
17. Prosthetic devices and consumable medical equipment, unless approved by the insurance company.
18. Costs, supplies and services related to the practice of hazardous activities, including, but not limited to, any form of air sports, motor racing, water sports, mountaineering, horse riding, violent sports such as judo, boxing and wrestling, jumping and 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 illness, whether outpatient or hospitalized, unless it is a temporary mental disorder or an acute reaction to stress.
22. Patient treatment supplies, including (elastic stockings, silk pads, gauze, syringes, diabetic test strips, and like products; non-prescription drugs and treatments, except such supplies required as a result of healthcare services rendered during a Medical Emergency).
23. Preventive services, including vaccines, immunizations, allergy testing and

desensitization, any physical, psychiatric or psychological examinations or testing during these examinations.

24. Services rendered by any Healthcare Provider connected with the patient, such as the Insured or a family member of the Insured, including the spouse, brother, sister, parents 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 sperm transfer.
29. Elective diagnostic services and medical treatment for vision correction.
30. Nasal septum deviation and nasal concha partial 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 unauthorized transportation services.
36. Circumcision healthcare services.
37. Inpatient treatment received without prior approval from the insurance company, including Medical Emergencies which were not notified within twenty-four (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 other than medical purposes such as tests related to employment, travel, licensing or insurance purposes.
40. Non-medical or therapeutic supplies, including, but not limited to: mouthwash, toothpaste, 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, exercise equipment and sanitary supplies.
41. More than one consultation or follow up with a specialist in a single day unless referred by a physician.
42. Health services and associated expenses for organ and tissue transplants for donors and recipients.
43. Services and educational program for handicaps.

Schedule 3

Health Insurance Out-of-Scope Healthcare Services

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 terrorism of whatever type.
3. Healthcare services for injuries and accidents arising from nuclear or chemical pollution.
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 on the Regulation of Labor Relations, as amended, and the 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 physician.
10. Injuries resulting from attempted suicide or self-inflicted injuries.
11. Diagnosis and treatment services for complications of excluded illnesses.
12. All healthcare services for internationally and locally recognized epidemics.
13. Venereal sexually transmitted diseases, the list of which will be determined by the General Authority for Health Services.

Schedule 4

Violations and Penalties*

The following Schedule sets out the types of violations of the Health Insurance Law and the penalty prescribed for each violation:

#	Violation	Penalty
1	Failure to subscribe or renew the subscription to the Health Insurance Scheme by the Employer or Sponsor for its workers or those residing on his sponsorship.	AED 300 (Dirhams Three Hundred) monthly for every person without an insurance subscription.
2	Failure to renew the license within one (1) month following the date of expiry of the license, for those who have been licensed to operate in the Health Insurance Scheme.	AED 10,000 (Dirhams Ten Thousand) monthly for every license.
3	Employer or Sponsor passing on part of the cost of the Health Insurance Policy to the Insured.	AED 10,000 (Dirhams Ten Thousand) for every Insured together with a refund of the deducted amount.
4	Any natural or legal person not licensed by the Department offering or selling Health Insurance Policies.	AED 10,000 (Dirhams Ten Thousand) for every Health Insurance Policy sold.

* Amended by the Chairman of Department of Health Resolution No. (38) of 2020 concerning the Schedule of Violations and Administrative Penalties in Health Insurance

5	Any Health Insurance Company, Healthcare Provider, Broker or Third Party Administrator operating in Health Insurance without license from the Authority.	AED 20,000 (Dirhams Twenty Thousand) for every violation.
6	Any Health Insurance Company, Healthcare Provider, Broker or Third Party Administrator dealing with another party without both parties being licensed by the Authority to participate in the Health Insurance Scheme.	AED 20,000 (Dirhams Twenty Thousand) payable by each party.
7	Any licensed Health Insurance Company, Healthcare Provider, Broker or Third Party Administrator dealing with another party that is not licensed to operate in Health Insurance.	AED 20,000 (Dirhams Twenty Thousand) payable by each party.
8	Issue of a Health Insurance Policy that provides less cover than required by the Basic Healthcare Services without the Authority's approval.	AED 20,000 (Dirhams Twenty Thousand) for every Health Insurance Policy.
9	Failure by the Authorized Health Insurance Company, Authorized Healthcare Provider, Broker or Third Party Administrator to provide the reports required by the Authority on time.	AED 5,000 (Dirhams Five Thousand) for every case.
10	Authorized Insurance Companies or Authorized Healthcare Providers dealing with each other and operating within the Health Insurance Scheme without an agreement approved by the Authority.	AED 20,000 (Dirhams Twenty Thousand) payable by each party to the dealing.
11	An Authorized Health Insurance Company, Broker or Third Party Administrator co-owning, co-managing or having any interest in/with any Authorized Healthcare Provider.	AED 20,000 (Dirhams Twenty Thousand), with a grace period of six (6) months to remedy the Violation. The license will be canceled if the violation continues.

12	An Authorized Healthcare Provider co-owning, co-managing or having any interest in any Health Insurance Company, Broker or Third Party Administrator.	AED 20,000 (Dirhams Twenty Thousand) and a grace period of six (6) months to remedy the Violation. The license will be canceled if the violation continues.
13	Manipulation or neglect of patients' files or records for the duration of their retention.	AED 5,000 (Dirhams Five Thousand) for every file or record.
14	Healthcare Providers, Health Insurance Companies, Employers, Sponsors, Brokers and Third Party Administrators imposing any fines or violations.	AED 10,000 (Dirhams Ten Thousand) for every case.
15	Submission of any financial reconciliations (settlements) related to the Health Insurance Scheme that are misleading or incorrect.	AED 20,000 (Dirhams Twenty Thousand) for every settlement.
16	Non-compliance of the Authorized Health Insurance Company with the conditions that must be met in Health Insurance Policies.	AED 20,000 (Dirhams Twenty Thousand) for every Health Insurance Policy.
17	Non-compliance of an Authorized Healthcare Provider with the costs of the Basic Healthcare Services and the Deductible/Co-payment determined by the Authority.	AED 20,000 (Dirhams Twenty Thousand) for every person.
18	Non-compliance with the costs of Basic Health Insurance Policies approved by the Authority, or making any amendments thereto, or additions therein.	AED 20,000 (Dirhams Twenty Thousand) for every Health Insurance Policy.
19	Non-compliance with the scope of Exemptions determined by the Authority.	AED 5,000 (Dirhams Five Thousand) for every person.
20	Non-compliance with the confidentiality requirements in relation to the Insured files and records.	AED 20,000 (Dirhams Twenty Thousand) 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 (Dirhams Twenty Thousand).
22	Providing incorrect or misleading information in any application for obtaining healthcare services not covered by the Health Insurance Policy.	AED 5,000 (Dirhams Five Thousand) for every person.
23	Providing incorrect or misleading information on the total monthly income of the Insured.	AED 15,000 (Dirhams Fifteen Thousand) for every person.
24	Failure to present a sample Enhanced Health Insurance Policy for review by the Authority.	AED 20,000 (Dirhams Twenty Thousand).
25	Making amendments to a Health Insurance Policy after approval or revision by the Authority.	AED 20,000 (Dirhams 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 (Dirhams Fifteen Thousand) for every violation.
27	Providing incorrect or misleading information with respect to any contracts under the Health Insurance Scheme.	AED 20,000 (Dirhams Twenty Thousand) for every contract, with a grace period of fifteen (15) days to remedy the violation.
28	Failure to comply with the Authority's request for the provision of any information or documents that are relevant to the Health Insurance Scheme on time.	A one-week grace period to fulfill the request, with a fine of AED 5,000 (Dirhams Five Thousand) for each week of delay after the specified deadline.
29	Interposition with, or prevention of judicial officers from discharging their functions, or assault on them.	Matter to be referred to judicial authorities.
30	A delay of more than seven (7) 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 less.	AED 100 (Dirhams One Hundred) for every week.

31	Refusal or inaction in providing healthcare services in emergency cases.	AED 20,000 (Dirhams Twenty Thousand) and revocation of the license if the violation is repeated.
32	Failure of the Health Insurance Companies to publish the intention to cancel the license granted by the Authority in newspapers twice.	AED 20,000 (Dirhams Twenty Thousand) and the concerned party shall be held liable for all ensuing damage.
33	Withdrawal of a Health Insurance Company or a Healthcare Provider from the Health Insurance Scheme after obtaining the Authority's license and without obtaining the prior approval of the Authority.	AED 20,000 (Dirhams Twenty Thousand) for every contracted Health Insurance Policy without prejudice to any claims for necessary compensation.
34	Failure to reply to a Complaint within thirty (30) days of the date of the Complaint.	AED 5,000 (Dirhams 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 (Dirhams Ten Thousand)) for every violation.
36	Payment of commissions, fees or any consideration to Brokers by a Healthcare Provider.	AED 10,000 (Dirhams Ten Thousand)) for every violation.
37	Failure to renew the certificate of exemption from the Health Insurance Scheme within a maximum period of one (1) month from the date of expiry of the exemption.	AED 5,000 (Dirhams Five Thousand) for every month of delay.
38	Refusal, refrainment or delay by the Authorized Health Insurance Company without valid basis or justification to grant approval to provide any healthcare service that can be provided to the Insured only with the prior approval of the Health Insurance Company.	AED 20,000 (Dirhams Twenty Thousand) in every case, without prejudice to the Insured's right to claim compensation.

39	Any Healthcare Provider withholding or providing incorrect information on the condition of the Insured in order to mislead an Authorized Health Insurance Company into granting its approval for the provision of Basic Healthcare Services.	AED 20,000 (Dirhams Twenty Thousand) for every insured case.
40	Filing a malicious or misleading Complaint by a party licensed to operate under the Health Insurance Scheme against another.	AED 10,000 (Dirhams Ten Thousand)) for every complaint filed.
41	Filing a malicious Complaints by the Insurer or the Insured.	AED 2,000 (Dirhams Two Thousand) for every Complaint filed.

Schedule 5

Fees

This Schedule sets out the fees prescribed for applications for license to operate under the Health Insurance Scheme and for examination of Complaints and Appeals:

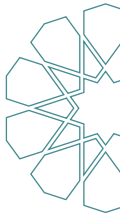
First: Annual Fees for License Applications

#	Application	Prescribed fee
1	Fee for first-time license application to the Authority by categories specified in items 3, 4 and 10 of this Schedule.	AED 1,000 (Dirhams One Thousand) (non-refundable)
2	Fee for first-time license application to the Authority by categories specified in items 5, 6, 7 and 8 of this Schedule.	AED 2,000 (Dirhams Two Thousand) (non-refundable)
3	License fee or license renewal fee (doctor's clinic, group of clinics, medical centre, pharmacy, day care centre).	AED 2,000 (Dirhams Two Thousand) for every physician/ pharmacist.

4	License fee or license renewal fee (physiotherapy clinic, laboratory, x-ray diagnostic centre).	AED 5,000 (Dirhams Five Thousand)
5	Hospital license fee.	AED 400 (Dirhams Four Hundred) for every bed with a minimum of AED 5,000 (Dirhams Five Thousand)
6	Health Insurance Company license fee.	AED 150,000 (Dirhams One Hundred Fifty Thousand)
7	Broker license fee.	AED 20,000 (Dirhams Twenty Thousand)
8	Third Party Administrator license fee.	AED 20,000 (Dirhams Twenty Thousand)
9	License renewal fee for categories specified in items 5, 6, 7, 8.	75% of the first license fee.
10	Fee for first-time exemption or renewal of exemption from some or all Basic Healthcare Services.	AED 5,000 (Dirhams Five Thousand) for every application
11	Fee for application to cancel license to operate under the Health Insurance Scheme for categories specified in items 3, 4, 7 and 8.	AED 2,000 (Dirhams Two Thousand)
12	Fee for application to cancel license to operate under the Health Insurance Scheme for categories specified in items 5 and 6.	AED 5,000 (Dirhams Five Thousand)

Second: Schedule of Fees for Complaints and Appeals filed to the Authority, and Review Fees:

#	Application	Prescribed fee
1	Fee for Complaints and appeals filed against a violation decision by a patient or a Sponsor (natural person).	AED 100 (Dirhams One Hundred)
2	Fee for Complaints and appeals filed against a violation decision by an Employer, Healthcare Provider, Health Insurance Company, Broker or Third Party Administrator.	AED 2,000 (Dirhams Two Thousand)
3	Fee for review by a work team of Complaints and appeals filed against a violation decision by Health Insurance Companies, Healthcare Providers, Brokers or Third Party Administrators.	AED 10,000 (Dirhams Ten Thousand) from the complainant, which is borne by the person against whom the complaint is established.



Chairman of the Executive Council Resolution No. (83) of 2007 concerning the Application of Health Insurance to UAE Citizens and the Like in the Emirate of Abu Dhabi*

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

- Having regard to Law No. (1) of 1974 concerning the Reorganization of the Governmental Body in the Emirate of Abu Dhabi, as amended;
- Law No. (23) of 2005 concerning Health Insurance in the Emirate of Abu Dhabi;
- Law No. (1) of 2007 concerning the Establishment of the Health Authority - Abu Dhabi;
- Amiri Decree No. (39) of 2005 concerning the Establishment of National Health Insurance Company;
- Amiri Decree No. (10) of 2007 concerning the Establishment of Abu Dhabi Health Services Company;
- Chairman of the Executive Council Resolution No. (25) of 2006 on the Implementing Regulations of Law No. (23) of 2005; and
- Based on what was presented to, and approved by the Executive Council,
- **Issue the following Resolution:**

Article (1)

The provisions attached hereto shall apply in respect of the application of health insurance to the UAE citizens of Emirate of Abu Dhabi and the like.

Article (2)

Provisions of the Chairman of the Executive Council Resolution No. (25) of 2006 on the Implementing Regulations of the referenced Law No. (23) of 2005 shall apply to all those covered by this Resolution with regard to matters not provided for herein, to the extent not contrary to the provisions attached hereto.

* This translation from Arabic to English is provided for your convenience only. In case of any discrepancy, the Arabic version prevails.

Article (3)

This Resolution shall be effective as from January 1st, 2008 and shall be published in the Official Gazette.

Mohamed Bin Zayed Al Nahyan

Crown Prince and Chairman of the Executive Council

Issued by us in Abu Dhabi

On: 13/December/2007 G

4/Dhul Hijja/1428 H

Provisions of Health Insurance for UAE Citizens and the Like In the Emirate of Abu Dhabi

Chapter One

Scope of Application

Article (1)

Without prejudice to the provisions of Law No. (23) of 2005 and its Implementing Regulations issued by the Chairman of the Executive Council Resolution No. (25) of 2006, health insurance provisions shall, pursuant to this Resolution, apply to the following categories:

1. Citizens of the United Arab Emirates.
2. Non-UAE citizen family members of male and female UAE Citizens, who are dependents of either of them and do not hold the citizenship of the United Arab Emirates.
3. Holders of federal decrees who reside or work in the Emirate of Abu Dhabi.

Article (2)

Provisions of Health Insurance Law No. (23) of 2005 and its implementing regulations shall apply to:

1. Holders of passports of the United Arab Emirates and their family members who reside or work in the Emirate of Abu Dhabi.
2. Nationals of the Gulf Cooperation Council (GCC) countries and their family members who reside or work in the Emirate of Abu Dhabi.
3. Non-holders of identity papers and their family members who reside or work in the Emirate of Abu Dhabi.

Chapter Two

Medical Treatment Services

Article (3)

- The Health Insurance System applied according to the provisions hereof 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, 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 Resolution 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 Resolution for the categories of UAE Citizens and the like.

Article (6)

If the person covered by the provisions of this Resolution wishes to obtain more benefits or a more comprehensive geographical coverage than that

specified in Articles 3 and 4 hereof, he shall bear 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.

Chapter Three

Health Insurance System for UAE Nationals

Article (8)

The National Health Insurance Company “Daman” shall implement the Health Insurance Scheme for the UAE Citizens and the like who are covered by the provisions of this Resolution according to the Third Party Administrator 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 Resolution.

Chapter Four

Financial Reconciliations

Article (10)

The Department of Finance shall undertake 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 Resolution No. (47) of 2008 Amending Certain Provisions of Resolution No. (25) of 2006 on the Implementing Regulations of Law No. (23) of 2005 concerning Health Insurance in the Emirate of Abu Dhabi*

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

- Having regard to Law No. (1) of 1974 concerning the Reorganization of the Governmental Body in the Emirate of Abu Dhabi, as amended;
- Law No. (1) of 2007 concerning the Establishment of the Health Authority - Abu Dhabi;
- Law No. (23) of 2005 concerning Health Insurance in the Emirate of Abu Dhabi;
- Amiri Decree No. (39) of 2005 concerning the Establishment of National Health Insurance Company (P.J.S.C);
- Chairman of the Executive Council Resolution No. (25) of 2006 on the Implementing Regulations of Law No. (23) of 2005 concerning Health Insurance in the Emirate of Abu Dhabi; and
- Based on what was presented to, and approved by the Executive Council,
- **Issue the following Resolution:**

Article (1)

Subparagraph (a), paragraph (3), Article (6) of the Chairman of the Executive Council Resolution No. (25) of 2006 on the Implementing Regulations of Law No. (23) of 2005 concerning Health Insurance in the Emirate of Abu Dhabi, shall be replaced by the following:

1. The Basic Health Insurance Policy which shall be available only to the following categories:
 - Low-Income Individuals and their dependents, who earn total salaries of:
AED 4,000 monthly with accommodation, or

* This translation from Arabic to English is provided for your convenience only. In case of any discrepancy, the Arabic version prevails.

- Dependents of Expatriate Residents who are not covered by the Employer's health insurance;
- Non-UAE citizens who are in need and in critical humanitarian cases, provided that the Authority sets the necessary relevant controls.

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 under paragraph (1), Article (4) of the referenced Amiri Decree No. (39) of 2005, and paragraph (3), Article (19) of the referenced Chairman of the Executive Council Resolution No. (25) of 2006.

Article (3)

Any provision contrary to, or in conflict with this Resolution shall be repealed.

Article 4

This Resolution shall be effective from the date of its issuance, and shall be published in the Official Gazette.

Mohamed Bin Zayed Al Nahyan

Crown Prince and Chairman of the Executive Council

Issued by us in Abu Dhabi

On: 19/June/2008 G

15/Jumada Al Thani/1429 H



Chairman of the Department of Health Resolution No. (38) of 2020 concerning the Schedule of Violations and Administrative Penalties in Health Insurance*

Chairman of Department of Health:

- Having regard to Law No. (1) of 1974 concerning the Reorganization of the Governmental Body in the Emirate of Abu Dhabi, as amended;
 - Law No. (23) of 2005 concerning Health Insurance in the Emirate of Abu Dhabi, as amended;
 - Law No. (10) of 2018 concerning the Establishment of the Department of Health;
 - Law No. (14) of 2019 concerning the Establishment of Abu Dhabi Public Health Centre;
 - Chairman of the Executive Council Resolution No. (25) of 2006 on the Implementing Regulations of Law No. (23) of 2005 concerning Health Insurance in the Emirate of Abu Dhabi, as amended;
 - Chairman of the Executive Council Resolution No. (25) of 2018 on the Additional Competencies of the Department of Health;
 - Executive Council Resolution No. (102) of 2020 concerning the Schedule of Violations and Administrative Penalties in respect of Health Insurance; and
 - Based on what was presented to, and approved by the Executive Council,
- **Resolves as follows**

Article (1)

The Schedule annexed hereto shall replace Schedule (4) annexed to the Implementing Regulations of Law No. (23) of 2005.

* This translation from Arabic to English is provided for your convenience only. In case of any discrepancy, the Arabic version prevails

Article (2)

Any text or provision contrary to, or in conflict with the provisions hereof shall be repealed.

Article (3)

This Resolution shall be published in the Official Gazette, and shall be effective from the date of its publication.

Abdulla Bin Mohamed Al Hamed
Chairman of Department of Health

Date of Issue: 20/07/2020

Schedule of Violations and Administrative Penalties

#	Violation	Penalty
1	Failure to subscribe or renew the subscription to the Health Insurance Scheme by the Employer or Sponsor for its workers and those residing on its sponsorship.	AED 300 (Dirhams Three Hundred) monthly for every person without an insurance subscription.
2	Failure to renew the license within one (1) month following the date of expiry of the license, for those who have been licensed to operate in the Health Insurance Scheme.	AED 10,000 (Dirhams Ten Thousand) monthly for every license up to six (6) months. The license shall be deemed to have expired after six (6) months without renewal without an excuse acceptable to the Department.
3	Employer or Sponsor passing on part of the cost of the Health Insurance Policy to the Insured.	AED 10,000 (Dirhams Ten Thousand) for every Insured together with a refund of the deducted amount.
4	Any natural or legal person not licensed by the Department offering or selling Health Insurance Policies.	AED 10,000 (Dirhams Ten Thousand) for every health insurance policy sold.
5	Any Health Insurance Company, Healthcare Provider, Broker or Third Party Administrator operating in health insurance without first obtaining a license from the Department.	AED 20,000 (Dirhams Twenty Thousand) for every violation
6	Any licensed Health Insurance Company, Healthcare Provider, Broker or Third Party Administrator dealing with another party not licensed to operate in health insurance field.	AED 20,000 (Dirhams Twenty Thousand) for each party not licensed to operate in health insurance field.
7	Issue of a health insurance policy that provides less cover than required by the Basic Healthcare Services without the Department's approval.	AED 20,000 (Dirhams Twenty Thousand) for every policy..

8	Failure by an Authorized Health Insurance Company, Healthcare Provider, Broker or Third Party Administrator to provide the reports required by the Department on time.	AED 5,000 (Dirhams Five Thousand) for every report not submitted.
9	Any Authorized Insurance Companies or Authorized Healthcare Providers dealing with each other and operating in the Health Insurance Scheme without an agreement approved by the Department	AED 20,000 (Dirhams Twenty Thousand) payable by each party to the agreement.
10	Any manipulation or recording of incorrect treatment services or negligence in patient files or records, whether by the health professional or the Healthcare Provider, as the case may be.	AED 5,000 (Dirhams Five Thousand) for every file or record.
11	Healthcare Providers, Health Insurance Companies, Employers, Sponsors, Brokers and Third Party Administrators imposing any fines or violations.	AED 10,000 (Dirhams Ten Thousand) for every case, with the refund of fines or violations collected.
12	Provision of any incorrect information or an application or financial claim that is incorrect or in violation of the provisions of the Health Insurance Law and its Implementing Regulations or any decisions issued thereunder, for the purpose of obtaining an undue benefit.	AED 20,000 (Dirhams Twenty Thousand) for every application, claim or violation.
13	Any Authorized Health Insurance Company, Broker or Third Party Administrator co-owning, co-managing or having any interests with any Authorized Healthcare Provider.	AED 20,000 (Dirhams Twenty Thousand) with a grace period of six (6) months to remedy the Violation. The license will be cancelled if the Violation continues without excuse acceptable to the Department.

14	An Authorized Healthcare Provider co-owning, co-managing or having any interests in a Health Insurance Company, Broker or Third Party Administrator.	AED 20,000 (Dirhams Twenty Thousand) with a grace period of six (6) months to remedy the Violation. The license will be cancelled if the Violation continues without excuse acceptable to the Department.
15	An Authorized Health Insurance Company co-owning, co-managing or having any interest in/with an Authorized Healthcare Insurance Broker.	AED 20,000 (Dirhams Twenty Thousand) with a period of six (6) months to remedy the Violation. The license will be cancelled if the Violation continues without excuse acceptable to the Department.
16	Non-compliance of the Authorized Health Insurance Company with the conditions that must be met in Health Insurance Policies.	AED 20,000 (Dirhams Twenty Thousand) for every insurance policy.
17	Non-compliance of the Authorized Healthcare Provider with the Basic Healthcare Service costs and the Deductible/Co-payment approved by the Department.	AED 20,000 (Dirhams Twenty Thousand) for every person.
18	Non-compliance with the costs of Basic Health Insurance Policies approved by the Authority, or making any amendments thereto, or additions therein.	AED 20,000 (Dirhams Twenty Thousand) for every Health Insurance Policy.
19	Failure to comply with the scope of Exemptions stated by the Department.	AED 5,000 (Dirhams Five Thousand) for every person.
20	Non-compliance with the confidentiality requirements in relation to the Insured files and records by the health professional or the Healthcare Provider, as the case may be.	AED 20,000 (Dirhams Twenty Thousand) for every file or record.
21	Provision of incorrect or misleading information on the total monthly income of the Insured.	AED 15,000 (Dirhams Fifteen Thousand) for every person.

22	Failure to present a sample Enhanced Health Insurance Policy for review by the Department.	AED 20,000 (Dirhams Twenty Thousand) for every policy.
23	Making any amendments to the Health Insurance Policy after its approval or review by the Department	AED 20,000 (Dirhams Twenty Thousand) for every policy.
24	Incorporation of any data, information or documents proved to be incorrect in the application for exemption from the Health Insurance Scheme.	AED 15,000 (Dirhams Fifteen Thousand) for every violation.
25	Provision of incorrect or misleading information on any contracts related to Health Insurance Scheme.	AED 20,000 (Dirhams Twenty Thousand) for every contract, with a grace period of fifteen (15) days to remedy such violation.
26	Failure to comply with the Department's request to provide any information, documents or data relating to Health Insurance Scheme on the specified time after the lapse of one (1) week after such time.	AED 5,000 (Dirhams Five Thousand) for every week of delay after the specified time.
27	A delay of more than seven (7) working 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 less.	AED 100 (one hundred) for every week.
28	Refusal or inaction in providing healthcare services in emergency cases, whether by the health professional or the Healthcare Provider, as the case may be, even if it is not within the healthcare service network.	AED 20,000 (Dirhams Twenty Thousand) for every case.
29	Failure of the Health Insurance Company, Third Party Administrator or Healthcare Provider to publish their intention to cancel the license granted by the Department in newspapers twice.	AED 20,000 (Dirhams Twenty Thousand) along with the assumption of all ensuing damages.

30	Cessation of the Health Insurance Company or Healthcare Provider to operate in Health Insurance Scheme after being licensed without prior consent of the Department.	AED 20,000 (Dirhams Twenty Thousand) for every contracted policy, without prejudice to claim for necessary damages.
31	Failure to respond to any Complaint within thirty (30) days of its submission , whether by the health professional, the Healthcare Provider or any other party in the Healthcare System, as the case may be.	AED 5,000 (Dirhams Five Thousand) for every Complaint not responded to.
32	Failure to comply with rules and standards applicable in marketing, brokerage or sale of Health Insurance Policies.	AED 10,000 (Dirhams Ten Thousand) for every violation.
33	Payment by the Authorized Healthcare Provider of any commission, fee or consideration to any party or entity related to the provision of treatment services.	AED 10,000 (Dirhams Ten Thousand) for every violation.
34	Failure to renew the Certificate of Exemption from the Health Insurance Scheme within one (1) month of the date of expiry of Exemption period.	AED 5,000 (Dirhams Five Thousand) for every month of delay.
35	Refusal, refrainment or delay by the Authorized Health Insurance Company without valid basis or justification to grant approval to provide any healthcare service that can be provided to the Insured only with its prior approval.	AED 20,000 (Dirhams Twenty Thousand) for every case, without prejudice to the Insured right to compensation.
36	The Authorized Healthcare Provider withholding or providing incorrect information or data about the Insured condition for the purpose of misleading the Authorized Health Insurance Company to approve the provision of healthcare services, whether the same occurs by the health professional or the Healthcare Provider, as the case may be.	AED 20,000 (Dirhams Twenty Thousand) for every insured case.

37	Filing malicious or misleading complaint by anyone licensed to operate in the Health Insurance Scheme against another licensee.	AED 10,000 (Dirhams Ten Thousand) for every complaint.
38	Filing malicious complaint by the Insurer or the Insured.	AED 2,000 (Dirhams Two Thousand) for every Complaint.
39	Failure of the Employer or the Sponsor to provide the beneficiary with the Health Insurance Policy upon issuance or renewal of the residence or upon the issuance of the visit visa or otherwise failure to allow him to obtain it.	AED 5,000 (Dirhams Five Thousand) for every case.
40	Permitting others to use the Health Insurance Policy.	AED 5,000 (Dirhams Five Thousand) for every case.
41	Failure of the Health Insurance Company or the Third Party Administrator to pay the amount due against healthcare services or the delay in payment on the time specified in the contract made between any of them and the Healthcare Provider.	AED 20,000 (Dirhams Twenty Thousand) for every case.
42	Failure of the Health Insurance Company or the Third Party Administrator to maintain the financial and statistical records and reports on healthcare services provided to the beneficiary within the period specified by the Department.	AED 20,000 (Dirhams Twenty Thousand) for every case.
43	Employer's refusal to pay healthcare service or medical intervention cost in emergency cases for persons it is bound to enroll in health insurance if it does not enroll them.	AED 1,000 (one thousand) for every case.



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

The Chairman of the Authority

- Having regard to Law No. (1) of 2007 concerning the Establishment of the Health Authority - Abu Dhabi;
- Law No. (23) of 2005 concerning Health Insurance in the Emirate of Abu Dhabi;
- Amiri Decree No. (8) of 2008;
- Chairman of the Executive Council Resolution No. (25) of 2006 on the Implementing Regulations of Law No. (23) of 2005 concerning 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,
- **Resolves as follows:**

Article (1)

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

Article (2)

An item shall be added to clause “Third” of Schedule (1) on the Basic Healthcare Services annexed to the Resolution No. (25) of 2006 on the Implementing Regulations of Law No. (23) of 2005. This item shall be known as “8” and shall provide as follows:

* This translation from Arabic to English is provided for your convenience only. In case of any discrepancy, the Arabic version prevails.

8. Healthcare services for work-related injuries and diseases specified by Law No. (8) of 1980 on Labor Relations, its amendments and the applicable laws and resolutions in this regard”.

Article (3)

The provisions of this amendment shall apply to the Basic Health Insurance Policies issued or renewed after the date of entry into force of this Resolution.

Article (4)

Any provision contrary to, or in conflict with the provisions of this Resolution shall be repealed.

Article (5)

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

Dr. Ahmed Mubarak Al Mazrouei
Chairman, Health Authority

Date of Issue: 22/03/2010



Resolution No. (CO-019/10) Amending Certain Provisions of Resolution No. (25) of 2006 on the Implementing Regulations of Law No. (23) of 2005 concerning Health Insurance in the Emirate of Abu Dhabi*

The Chairman of the Authority

- Having regard to Law No. (1) of 2007 concerning the Establishment of the Health Authority in Abu Dhabi;
- Law No. (23) of 2005 concerning Health Insurance in the Emirate of Abu Dhabi;
- Amiri Decree No. (8) of 2008;
- Chairman of the Executive Council Resolution No. (25) of 2006 on the Implementing Regulations of Law No. (23) of 2005 concerning 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-014/10) dated 22/03/2010 Adding Healthcare Services for Work-related Injuries and Diseases to the Basic Health Insurance Policy; and
- For the public good,
- **Resolves as follows:**

Article (1)

An item shall be added to Clause “Fourth” of Schedule (1) on the Basic Healthcare Services annexed to the Resolution No. (25) of 2006 on the Implementing Regulations of Law No. (23) of 2005. The above item shall be known as “7” and shall provide as follows:

* This translation from Arabic to English is provided for your convenience only. In case of any discrepancy, the Arabic version prevails.

“7- Healthcare services for work-related injuries and diseases specified by Law No. (8) of 1980 on Labor Relations, its amendments and the applicable laws and resolutions in this regard”.

Article (2)

The provisions of this amendment shall apply to the Basic Health Insurance Policies issued or renewed after the effective date of Resolution No. (CO-014/10).

Article (3)

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

Dr. Ahmed Mubarak Al Mazrouei
Chairman, Health Authority

Date of Issue: 24/05/2010



Conclusion

With God's blessings, the third issue of the Encyclopedia of Health Legislation of the Department of Health - Abu Dhabi has been released to be launched in 2023.

On behalf of myself and all the members of the team working on the Health Legislation Encyclopedia project, I would like to extend my thanks for the precious trust placed by His Excellency the Chairman of the Department of Health - Abu Dhabi, and for the interest and follow-up of His Excellency the Undersecretary of the Department, by providing all means of support and motivation throughout the stages of work until the release of the third issue of the Encyclopedia.

I also pay tribute to the outstanding efforts and hard work made by my fellow team members for the release of this Encyclopedia in its current issue.

To conclude, we look forward to working together with our partners towards further initiatives that achieve the Department's promising vision that "the Emirate of Abu Dhabi be a place where everyone is at his healthiest" by providing a distinguished and sustainable healthcare and services that achieve the well-being and happiness of the community.

Saqr Al Marzooqi

Manager, Legal Affairs Office

Abu Dhabi - February 2023



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