

**Law No. (23) of 2005
and the Executive Regulations
Regarding the Health Insurance Scheme
for the Emirate of Abu Dhabi**

This English version of Law No. (23) of 2005, and its Executive Regulations, regarding health insurance scheme for the Emirates of Abu Dhabi is translated from Arabic. Any instances where the meaning of words or sentences may be interpreted in different contexts, the intended meaning in the Arabic version shall prevail.

The Executive Council	The Executive Council of Abu Dhabi
The Authority	The General Authority for Health Services for the Emirate of Abu Dhabi
The National	A person having the UAE citizenship
The Residing Expatriate	Any non national working in Abu Dhabi for reward whatsoever under the sponsorship of a natural or corporate person in the Emirate
The Employer	A natural or corporate person employs workers in consideration of a reward whatsoever.
The Sponsor	A person sponsoring a non national.
The Insurer	The insurance company operating in the State and licensed by the Authority to provide health insurance services
The Insurance relationship	The contractual relationship between the insurers licensed to operate in the health insurance and the employer or sponsor for providing medical treatment services to the insured.
The Insured	The person having been insured through the health insurance scheme
The Health Insurance:	The healthcare service given by Healthcare Providers through health centers to the Insured under a health insurance policy.
Healthcare Provider	Government or private health centers licensed by the Authority to provide healthcare services.
Health Insurance Policy	A contract entered into between the employer or sponsor with the Insurer for providing health insurance service to the Insured.

Chapter II

Applicability

Article 2

The health insurance scheme shall be applicable in accordance with the provisions herein to the expatriates and their families residing in the Emirate of Abu Dhabi. The Law may be applied to the nationals of the Emirate by a decision from the Executive Council. The Executive Regulations of the Law shall specify the provisions applicable to the visitors on their relatives' sponsorship.

Article 3

The following categories are exempted from the health insurance scheme:

1. employees of establishments and corporations operating in the Emirates and having medical centers licensed by the Authority to render medical treatment services provided that such exemption is made upon a decision from the Authority;
2. a non-national wife married to a UAE national;
3. children of a UAE wife married to a non-national;
4. persons entering on tourist visas;
5. other categories exempted by a decision issued by the Authority and approved by the Executive Council.

Article 4

Subject to the provisions of Articles 2 and 3 hereof, subscription to the health insurance scheme is obligatory for non nationals and their families residing in the Emirate. However, the scheme is optional for UAE nationals.

Article 5

Every employer shall provide health insurance coverage for all his employees/workers and their family members covering the employee's/worker's wife and three children under 18 years of age. Every sponsor shall subscribe to the scheme for any person under his sponsorship from the date of his arrival to the State unless such person is entitled for health insurance coverage by an employer.

Expatriates may not be employed, issued residence permits nor have their existing permits renewed unless they are subscribed to the health insurance scheme.

Chapter III

Health Insurance Companies

Article 6

Health insurance companies licensed by the Authority to carry out health insurance activities shall render its services to the residing non nationals and their families and whoever wishes to benefit from such services. The Executive Regulations of the Law shall specify the terms and conditions of licensing.

Article 7

The health insurance companies shall pay the Healthcare Providers the costs of the medical services rendered to their Insured.

Article 8

Health insurance companies may not own, manage or participate in the management of healthcare centers nor may they render any healthcare services. The Healthcare Providers may not own, manage or participate in the management the health insurance companies.

Chapter IV

Provider of medical treatment service

Article 9

Government or private healthcare facilities shall provide medical treatment to the Insured under the health insurance scheme. However, private healthcare facilities may not render such service unless they are licensed by the Authority who shall monitor the services provided by such healthcare facilities under the Health Insurance scheme. The Executive Regulation shall specify the medical center in which each Insured should be treated.

Article 10

Healthcare Providers shall render such services in accordance with the professional and ethical accepted standards and the recognized medical methods taking into consideration scientific progress achieved in this field.

Article 11

In emergency cases, Healthcare Providers shall first provide medical treatment to the Insured and then recourse to his Insurer for the costs reimbursement.

Chapter V

Medical Treatment Services

Article 12

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

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

The Authority may, subject to the Executive Council approval, delete or add other services whenever need arises. The Executive Regulations shall specify for the Authority the type of medical treatment services to be provided to the Insured.

Article 13

The health insurance scheme shall not cover the following cases:

1. self-inflicted injuries;
2. diseases caused by the use of performance-enhancement drugs or tranquilizers without medical prescription as well as alcohol and any other prohibited drugs;
3. plastic surgery, unless result of post-traumatic cases

4. check-ups, vaccines, drugs and preventive means not necessitated by medical treatment covered by the insurance policy;
5. pregnancy and delivery treatment for women covered as single;
6. recreational and physical fitness treatment;
7. occupational diseases and injuries covered by workman compensation
8. treatment of sexual transmitted diseases as medically recognized;
9. medical expenses following the diagnosis of HIV;
10. expenses of transplantation of teeth, dentures, bridges and orthodontic surgery except those resulting from post-traumatic cases
11. eyesight and hearing correction tests and the visual and audio aids unless they are prescribed by the treating physician;
12. expenses of transporting the insured by transport means other than local licensed ambulances;
13. treatment of hair loss or alopecia or the cost of perukes;
14. psychiatric, mental disorder treatment other than acute cases;
15. allergy tests whatsoever other than those relating to medication, diagnosis or treatment;
16. equipments, means, drugs, procedures and hormone treatment used for birth control, and contraception or treatment of infertility, sexual impotency or fertility reduction or fertilization by the use of fertilization tubes or any other means of artificial fertilization;
17. birth deformities that exist prior to the inception of the insurance policy except those with life threatening
18. organ transplants;
19. cases that need to be treated abroad.

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

Chapter VI

Health Insurance policy

Article 14

The Executive Regulations shall specify the fundamentals of contracting between the Insurers and Healthcare Providers, provided that such contract should particularly contain the following elements:

1. Scope, price ceilings and cost of services;
2. Deductible paid by the insured upon each visit;

3. methods of disputes resolution and indemnities arising from breach of contracts or policies; in all events. The contracts shall be subject to the Authority's control;

Article 15

Government healthcare facilities affiliated with the Authority may contract directly with the Insurers for providing covered or non-covered medical treatment services to their Insured.

Article 16

The Authority shall approve the value of the compulsory Health Insurance Policy. The Insurers shall provide their Insured with health insurance cards with explanatory instructions as to the coverage, limits and types of covered or non-covered medical services under the policy.

Article 17

Additional medical treatment services other than those set out in the compulsory health insurance policy may be incorporated into another optional health insurance policy of which type and conditions shall be agreed upon between the Insurers and Healthcare Providers.

Article 18

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

Article 19

Medical services shall be provided upon the inception of the insurance policy and shall cease upon the death of the Insured or the expiration of the Health Insurance Policy.

Article 20

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

Chapter VII

General provisions

Article 21

Files and all records pertaining to the medical services rendered to the Insured are confidential and may not be disclosed to any third party and shall be kept by the Healthcare Provider for two years from the date of the last treatment. The Insurers, the Insured or any other party may not obtain such files and records. Judicial and other authorities stipulated by the Law shall be exempted from the above provision.

Article 22

The General Authority for Health Services for the Emirate of Abu Dhabi shall be in charge of enforcing this Law and shall issue decisions to this effect after obtaining approval thereto from the Executive Council.

Article 23

The Minister of Justice shall, in coordination with the chairman of the Authority, issue a decision appointing the officers having judicial capacity for inspecting the entities licensed to operate under the Health Insurance scheme in order to ensure that they comply with the laws.

Article 24

1. A monthly fine of AED 300, for each case, shall be levied on Employers/Sponsors who refrain from subscribing to the Health Insurance scheme or from renewing the Health Insurance Policy.
2. Subject to the provisions of the former subsection and without prejudice to any severer penalty provided for in any other law, anyone who violates the provisions of this Law shall pay a fine of no less than AED 5,000 (AED five thousand) and no more than AED 20,000 (AED twenty thousand).

Article 25

The Executive Council shall issue the Executive Regulations of this Law based on a proposal to be presented by the General Authority for Health Services for the Emirate of Abu Dhabi.

Article 26

Any provision in contradiction with the provisions of this Law or the Executive Regulations thereof shall be void

Article 27

This Law shall be published in the Official Gazette of the Emirate and come into force after four months following the publication thereof.

Khalifa Bin Zayed Al Nahyan

Ruler of Abu Dhabi

Date: 10th September 2005

**Executive Regulations for Law No. (23) of 2005 Regarding
the Health Insurance Scheme for the Emirate of Abu Dhabi**

Part One
Definitions

Article One

In the implementation of the provisions of these regulations, the following words and phrases shall have the meaning set out against each unless the context requires otherwise:

Authorised Health Insurance Company	A national or foreign insurance company which is licensed and authorised to carry on the business of health insurance in the United Arab Emirates and which is licensed by the Authority to provide health insurance cover pursuant to the Health Insurance Scheme.
Authorised Healthcare Providers	Government or private healthcare institutions comprising Hospitals, Medical Centres, Clinics, Laboratories, Diagnostic Centres, Rehabilitation Centres and Pharmacies, which are licensed by the Authority to provide Healthcare Services in the Emirate with respect to medical insurance.
Authority	The General Authority for Health Services in the Emirate of Abu Dhabi.
Basic Health Insurance Policy	The Health Insurance Policy pursuant to which basic healthcare services are offered to the categories set out under the Implementing Regulations.
Basic Health Services	The minimum level of Healthcare Services, as set out in Schedule 1 hereto, which an Authorised Health Insurance Company is obliged to provide to Insured Persons under a any health insurance policy authorised under these Regulations.

Complaint	A written complaint against lack of fulfilment of an obligation arising from the Health Insurance Scheme which is lodged with the Authority pursuant to the provisions of these Regulations.
Co-payment or Deductible	An amount or percentage sum required to be paid by an Insured Person at the time of requesting a test or treatment covered under the insurance policy or at the time of receiving medicine or carrying out medical tests.
Emirate	Emirate of Abu Dhabi.
Employer	Any person or entity employing Resident Expatriates in the Emirate of Abu Dhabi including Resident Expatriates on work or residence permits.
Enhanced Health Insurance Policy	The Health Insurance Policy pursuant to which basic healthcare services are offered in addition to other healthcare services an Insured Person desires to add to the basic healthcare services in accordance with the Implementing Regulations.
Excluded Healthcare Services	A list of exclusions from basic healthcare services cover that are offered under the Health Insurance Policy as set out under Schedule No. 2
Excluded Person	Any person obliged to subscribe in the Basic Health Insurance Scheme under the Health Insurance Law but is exempted from all or part of the Basic Health Insurance Scheme pursuant to an enforceable exemption decision.
Executive Council	Executive Council of Abu Dhabi.
Health Insurance Law	Law No. 23 of 2005 concerning Health Insurance in the Emirate of Abu Dhabi.
Health Insurance Scheme	The executive and procedural scheme and the obligations arising from the Health Insurance Law and its Implementing Regulations in accordance to which the concerned parties shall act.

Healthcare Services Outside the Scope of Health Insurance	The list of services set out under the attached Schedule No. 3.
Healthcare Services Provision Agreement	An agreement between an Authorised Healthcare Provider and an Authorised Health Insurance Company setting out the terms and conditions pursuant to which the Authorised Health Insurance Company will provide Healthcare Services to Insured Persons in accordance with the Health Insurance Scheme.
Infringement Notice	A notice issued by the Authority to any person or entity specifying details of an infringement by that person or entity of the Health Insurance Law or its implementing Regulations.
Insured Person	Any person insured by a Health Insurance Policy pursuant to the Health Insurance Law.
Intermediary	Any person or entity authorised by the concerned authorities in the State to operate as an intermediary and licensed by the Authority to be involved in the marketing, intermediation or sale of a Health Insurance Policy for remuneration, commission or reward whether payable by an Authorised Health Insurance Company, Insured Person, or Insurer.
Medical Emergency	Any injury suffered as a result to a sudden accident that was not brought about by the Insured Person or an urgent health condition that requires an immediate medical intervention.
National	A natural person who is holding the nationality of the State in accordance with applicable laws.
Premium	The price payable by an Insured Person under a Health Insurance Policy.

Resident Expatriate	Any person who is not a National and has entered the Emirate of Abu Dhabi for the purpose of residing or working under a permanent or temporary work or residence permit issued by the State. The term Resident Expatriate shall also include the resident families and dependants of the Resident Expatriate who enter the Emirate for the purpose of residence.
Risk Assessment Criteria	The physical condition of the Insured Person, including age, gender, nationality, occupation, state of medical and mental health, in order to determine the scope of insurance cover and the levels of premium to be charged.
Sponsor	Any person or entity that sponsors a Resident Expatriate for the purpose of residing or working, whether temporarily or otherwise, in the Emirate of Abu Dhabi,
State	United Arab Emirates.
Third Party Administrator	Any company authorised to carry on insurance claims administration in the Emirate.

Part Two
Authority

Article Two

The Authority shall issue policy and procedural guidelines regarding the implementation of the Health Insurance Law and its Implementing Regulations which Health Insurance Companies, Healthcare Providers, Employers, Sponsors and Insured Persons must act in accordance therewith and in particular the Authority may:

- introduce, oversee and co-ordinate the operation of the Health Insurance Scheme;
- license and supervise the activities of Authorised Healthcare Providers, Authorised Insurance Companies, Intermediaries and Insurance Claims Administration Companies;
- prescribe and collect fees for the registration and licensing of Authorised Healthcare Providers, Authorised Insurance Companies, Intermediaries and Insurance Claims Administration Companies and to prescribe and collect

- finances for violations of the Health Insurance Scheme;
- approve invoicing procedures and to pay and settle entitlements arising from the implementation of the Health Insurance Scheme;
- determine and enforce the implementation of applicable standards to be met by Healthcare Providers, insurance companies, intermediaries and insurance claims administration companies (third party) in relation to the Health Insurance Scheme;
- implement and oversee the complaints and dispute resolution procedure;
- oversee the scope of services and the cost of health insurance policies;
- prepare necessary forms and declaration to implement the Health Insurance Scheme;
- oversee and approve the costs of healthcare services covered under the Basic Healthcare Insurance Policy;
- oversee the costs of healthcare covered under the Supplementary Healthcare Insurance Policy;
- oversee and be responsible for the appointment of authorised officers, and work with other government, federal, local and quasi-government authorities and the private sector to ensure compliance with the Health Insurance Law and these Regulations;
- conduct investigations as appropriate in association with other federal and local government authorities to ensure the Health Insurance Scheme is implemented in compliance with the Health Insurance Law and these Regulations;
- report to the Executive Council with recommendations in respect of all matters concerning the Health Insurance Scheme;
- conduct researches and studies as appropriate to update the Health Insurance Scheme; and
- carry on any other duties that fall within the scope of the Health Insurance Scheme.

Article Three

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

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

Part Three
Health Insurance Scheme
Scope of Application and Exemption

Article Four

1. The Health Insurance Scheme sets out the requirements that must be made available to all Resident Expatriates in the Emirate in order to obtain the Basic Healthcare Services as set out under Schedule 1 of these Regulations.
2. Health Insurance shall cover the following categories:
 - Resident Expatriates in the Emirate either for work or residency;
 - Families and persons sponsored by all Resident Expatriates 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 approved by the Authority:
 - Nationals;
 - a non-National wife of a National;
 - the children of a National mother married to a non-National;
 - nationals of the GCC countries residing in the Emirate;
 - holders of the State's passport who reside in the Emirate during the validity of the passport;
 - residents of the Emirate who have been granted the nationality of the State under a federal decree but who have not been issued with citizenship card;
 - every person granted an exemption by the Authority from all or part of the requirements for the Health Insurance Scheme; and
 - any other categories of persons excluded from the application of the Health Insurance Scheme by decisions issued by the Authority and sanctioned by the Executive Council.
4. The Executive Council may issue a decision for the application of the Health Insurance Scheme on the excluded categories and the excluded categories may subscribe in the Health Insurance Scheme.
5. Non-residents or workers (Nationals/non-nationals) in the Emirate may subscribe to the Health Insurance Scheme for insurance policies other than the Basic Health Insurance Policy.
6. Sponsors shall subscribe to the Health Insurance Scheme, under the appropriate insurance policy, for persons entering the State on a visit visa under the Sponsors' sponsorship in the event their stay in the State exceeds two months.

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

Article Five

1. Any person or entity obliged to provide mandatory health insurance to himself or to others under the Health Insurance Scheme may submit a written application on the prescribed form to the Authority 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 obliged to provide;
 - complete details of healthcare services available to the applicant; and
 - complete details of healthcare services to be exempted from.
3. The Authority shall investigate the extent to which the applicant is able to provide basic healthcare services.
4. The Authority may request the applicant to provide any additional information it may deem necessary and it may request an inspection of the applicant's healthcare facilities.
5. After approving the exemption, the Authority shall provide the applicant with a certificate of exemption setting out the extent of the applied for exemption.
6. The certificate of exemption issued in accordance with this Article shall be valid for a period not exceeding 12 months and the applicant shall renew the certificate of exemption on the Authority's special form.
7. The Authority shall notify the concerned parties in the Emirate of all exemptions granted in accordance with this Article.
8. The Authority shall set out the criteria and conditions to be complied with by healthcare facilities owned by establishments and corporations operating in the Emirate in order for an exemption to be granted from all or part of the Health Insurance Scheme.

Part Four
Health Insurance Documents
and
Proof of Insured Persons Income Threshold

Article Six

1. Health insurance policies are the policies whereby the minimum Basic Healthcare Services as set out under Schedule No. 1 are offered in addition to any Excluded Healthcare Services that the Insured Person desires to acquire.
2. Health insurance policies are divided into three kinds:
 - (a) Basic Health Insurance Policy that is available only to the following two categories:
 - persons with limited income, and their dependants, who are receiving a total salary of:
AED 3,000 monthly with accommodation; or
AED 4,000 without accommodation.
 - dependants of the Resident Expatriate who are not covered by the Employer's health insurance.
 - (b) Health Insurance Policy for urgent cases for the following two categories:
 - persons entering the Emirate on a visit visa;
 - children sponsored by a father or mother who are not permanently residing in the State, provided that authenticated documents are presented in confirmation thereof.
 - (c) Supplementary Insurance Policy which is available to all categories.
3. Additional healthcare services may be added to the basic healthcare services set out under Schedule No. 1 provided that the scope of these additions is agreed by the Insured Persons, Authorised Health Insurance Companies and Authorised Healthcare Providers.
4. The Health Insurance Policy shall be valid for a period of one year. Refund of Premiums paid in respect of to the Basic Health Insurance Policy may not be recovered after conclusion of the Basic Health Insurance Policy. With respect to Supplementary Health insurance policies, the Insured Persons and Health Insurance Companies shall agree on the circumstances, conditions and procedures whereby a refund of Premiums paid may be recovered.

5. The premium for the Basic Health Insurance Policy will be determined by decision of the Executive Council upon the Authority's request.
6. Every Health Insurance Policy shall include the following details:
 - Basic Healthcare Services as set out under Schedule 1, as a minimum;
 - Excluded Healthcare Services as set out under Schedule 2;
 - Any Excluded Healthcare Service that the insurer desires to add to the Basic Healthcare Services;
 - Any Deductible that may be payable by the Insured Person with respect to any requested tests or healthcare covered under the health insurance, medicine or medical tests.
 - The maximum amounts in respect of healthcare services that are covered by the Health Insurance Company under the Health Insurance Policy;
 - List of Excluded Healthcare Services;
 - Procedures for dealing with complaints and resolving disputes.
7. Health insurance policies for visitors and non-residing dependent children covers provision of healthcare services in medical emergencies only and the Premium will be determined on the basis of the duration of the visit or stay in the State and in accordance with market rates.
8. Any Health Insurance Policy shall include a statement as to the exemptions granted with respect to Basic Healthcare Services and a reduction of the Premium in accordance with the granted exemptions.
9. Health Insurance Policies will be drafted in Arabic and will be translated into English. The Arabic text is the official text which will take precedence in the event of any dispute.
10. Where an Insured Person (entering the Emirate for the first time for work or residency purposes or Resident Expatriate who is not in possession of a valid health card) suffers a major, high-cost medical condition, an Authorised Health Insurance Company may exclude cover for healthcare services for such condition for a period of six months.
11. Health insurance policies issued before these Regulations came into force will continue in effect for the duration of the Health Insurance Policy or for a period of one year from the date on which these Regulations came into force, whichever is less, and may be renewed on the terms set out under the Health Insurance Scheme.
12. Authorised Insurance Companies shall provide Insured Persons with cards setting out the details of the Health Insurance Policy.

13. An Authorised Health Insurance Company shall issue a renewal notice 30 days prior to the expiry of a Health Insurance Policy specifying the Premium payable and any change in the new policy.
14. It is a precondition that the Insured Person is fit for work or residency before subscribing to the Health Insurance Scheme.

Article Seven

1. Employers and Sponsors shall undertake to provide the Authorised Health Insurance Company with details of the monthly income of the Insured Person in a written declaration to be signed by the Insured Person, the Employer or Sponsor who is authorised to sign.
2. The Authorised Health Insurance Company or the Authority may require further evidence with respect to the Insured Person's monthly income.
3. All concerned authorities in the Emirate shall provide the authority, or any party delegated by the Authority, with all required documents in confirmation of the Insured Person's monthly salary.
4. Any declaration of a monthly income that contradicts with facts is considered a violation punishable by the punishment prescribed in the enclosed Schedule.
5. Authorised Health Insurance Companies may issue health insurance policies only after verifying an Insured Person's income threshold.

Part Five **Basic Healthcare Services** **and** **Emergencies and Exclusions**

Article Eight

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

4. Notwithstanding the provisions of the previous Article, insurance may be procured for inpatient treatment and services alone in which case the Premium will be equivalent to 50% of the original Premium for either a Basic Health Insurance Policy or Enhanced Health Insurance Policy.
5. The Authority shall publish the rates for Basic Healthcare Services and any amendments thereto in the official gazette of the Emirate.

Article Nine

1. An Authorised Healthcare Provider shall provide healthcare services to an Insured Person in circumstances of a medical emergency whether or not the Insured Person is covered by a valid health insurance policy and the Authorised Healthcare Provider may subsequently recover the costs of providing healthcare services from an Authorised Insurance Company, in accordance with the terms of the Health Insurance Policy, in the event that the person was insured.
2. The Sponsor or Employer will cover the actual cost of healthcare in medical emergencies in the event that the injured person is not insured.
3. Government or private medical establishments may not refrain from providing healthcare services in medical emergencies which is considered a violation of the Health Insurance Law.
4. If a person injured in an accident is insured against the accident by an insurance company operating in the State under any other insurance policy, the costs of healthcare services offered following the accident will be recovered from such company.

Article Ten

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

Part Six
Obligations of the Employer and Sponsor to
Provide Health Insurance

Article Eleven

1. An Employer shall be responsible before the Sponsor for procuring health insurance cover for its Employees and their dependants, even if not sponsored by them, and shall be responsible for ensuring the Employee and the Employee's Dependants are covered by valid Health insurance policies at all times.
2. Where an Employee has more than one spouse on his sponsorship, the Employee shall notify the Employer in writing which spouse is to be insured by the Employer. In the absence of such notification, the Employee's first spouse shall be deemed to have been selected for health insurance coverage.
3. Subject to the provisions of paragraph 7 of Article Six, where an Employee has more than three children under the age of 18 years on his sponsorship, the Employer shall be responsible for insuring the first three of the Employee's children in order of birth from eldest to youngest. Children who reach the age of 18 will be replaced by the child second in order of birth and so forth.
4. An Employer shall be liable for the cost of providing Basic Health Insurance Policies for its Employees and Employee's dependants and shall not pass on the cost of providing such policies, or any part thereof, to its Employees.
5. An Employer shall be liable for the cost of all Healthcare Services that are provided to Employees and Employees' dependants in circumstances where the Employer fails to subscribe to the Health Insurance Scheme.
6. The concerned authorities in the Emirate shall not renew an Employer's trade license without the Employer submitting evidence of health insurance subscription for his employees for the previous period.
7. The concerned authorities, whether federal or local, shall introduce suitable procedures to verify compliance with the provisions of the Health Insurance Law by parties to which the Law applies.
8. Any notice of any violations of the Health Insurance Law should be brought to the attention of the Authority.
9. An Employer shall not be permitted to apply for a work visa for any Employee_ without submitting evidence of subscription in the Health Insurance Scheme.

10. A failure by an Employer to comply with the provisions of this Article shall constitute an offence under the Health Insurance Law as set out under the Schedule of violations hereto.

Article Twelve

1. A Sponsor shall be responsible for ensuring that all Resident Expatriates under his sponsorship are covered by valid Health insurance policies at all times.
2. A Sponsor shall be liable for the cost of all Basic Health Insurance Policies and shall be personally liable for the cost of any healthcare services offered to any person who is under his sponsorship in circumstances where these persons are not covered under a valid Health Insurance Policy.
3. A Sponsor shall be obliged to submit the Health Insurance Policies when obtaining or renewing residencies.
4. Departments of Immigration and Residency in the Emirate may not issue or renew any residency unless the Health Insurance Policy is enclosed with the application.
5. Residencies shall not be renewed without submitting evidence of health insurance subscription for the previous period.
6. A Sponsor shall not pass on the cost of providing the Basic Health Insurance Policy, or any part thereof, to any persons under his sponsorship.
7. The obligation of an Employer and Sponsor to subscribe to the Health Insurance Scheme for an Employee or a sponsored person shall commence after seven working days following the arrival of the Employee or the sponsored person to the Emirate or from the date on which the medical examination card is obtained, whichever occurs first.
8. Departments of Naturalisation and Residency in the Emirate shall enforce mechanisms to monitor the compliance with the Health Insurance Scheme.
9. A failure by a Sponsor to comply with the provisions of this Article shall constitute an offence under the Health Insurance Law as set out under the enclosed Schedule of violations.

Part Seven
Health Insurance Companies

Article Thirteen

1. An insurance company licensed to carry on business in the Emirate and wishing to provide Health Insurance Policies pursuant to the Health Insurance Scheme shall apply to the Authority for registration as an Authorised Health Insurance Company in the prescribed format which shall include the following particulars:
 - copy of the licence to underwrite insurance in the Emirate of Abu Dhabi as issued by the concerned authorities;
 - full details and pro forma copies of the proposed Health Insurance Policy;
 - full details and pro forma copies of the proposal forms, claim forms and other relevant documentation that the applicant intends to utilise in underwriting Health Insurance Policies pursuant to the Health Insurance Scheme;
 - proposed contracts to be entered into with Healthcare Providers, Intermediaries in the sale of Health Insurance Policies and Third Party Administration relating to working together under the Health Insurance Scheme;
 - copy of the health insurance card format.
 - an automated system for the settlement of financial matters arising from the implementation of the Health Insurance Scheme.
 - full details of the dispute resolution procedures that will be implemented by the Authorised Health Insurance Company to deal with any complaints or disputes that arise with Insured Persons;
 - such other relevant documentation or requirements that may be prescribed by the Authority from time to time.
2. Insurance companies and other entities that are not registered with the Authority as Authorised Health Insurance Companies may not issue any Health Insurance Policy in accordance with the Health Insurance Law.
3. An application to the Authority for registration as an Authorised Health Insurance Company shall be signed by a duly authorised officer of the applicant and proof of such authorisation.
4. The Authority shall within 60 days from the date of completed application that comply with the legal requirements provide its decision in writing as to whether the application for registration as an Authorised Health Insurance Company is approved. The Authority may require the applicant to produce further documents or particulars as may be reasonably necessary for the Authority to assess the application.

5. The Authority may request relevant authorities to provide the Authority with whatever information or documents are necessary for the purpose of assisting the Authority to review the application.
6. Once the application for registration as an Authorised Health Insurance Company has been approved by the Authority, the Authority shall issue a certificate to that effect.
7. The license shall be valid for a period of one year renewable under the same terms.
8. The Authority shall publish a list of Authorised Health Insurance Companies and partners authorised under these Regulations in the official gazette of the Emirate.
9. The Authority shall review an Authorised Health Insurance Company's activities in relation to its operations during the duration of the license to ensure that the companies comply with the Health Insurance Scheme and 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 until first obtaining the Authority's approval and publishing of a notice of cancellation twice in Arabic and English newspapers. A notice period of one month will be given for fulfilment of the obligations of these companies.

Article Fourteen

1. Authorised Health Insurance Companies may contract with other duly registered companies for the purpose of health insurance affairs administration.
2. The Authorised Health Insurance Company and the Third Party Administrator shall be jointly liable in performing all obligations of the Authorised 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 have an interest in, manage or participate in the management of any Healthcare Providers' facilities.

Article Fifteen

1. An Authorised Health Insurance Company shall conduct its activities honestly and with integrity and shall act with care and diligence in the course of its participation in the Health Insurance Scheme, and shall at all times conduct its operations in accordance with internationally accepted standards for insurance practice.
2. An Authorised Health Insurance Company shall be responsible for the actions of its agents including services outsourced or undertaken by Third Party Administrators as if such actions were undertaken by the Authorised Health Insurance Company itself.
3. An Authorised Health Insurance Company shall ensure that it deals with any complaints or disputes in accordance with the law.
4. An Authorised Health Insurance Company may not own, manage or participate in the management of a provider of healthcare services nor may an Authorised Health Insurance Company provide any Healthcare Services whether in respect of the Health Insurance Scheme or otherwise.
5. An Authorised Health Insurance Company may not have any interest in Authorised Healthcare Providers or any Intermediary that could conflict with the proper performance of the Authorised Health Insurance Company's duties. The provisions of this Article shall extend to any directors and senior management of an Authorised Health Insurance Company.
6. An Authorised Health Insurance Company shall take immediate steps to avoid a conflict of interest arising or to avert a conflict of interest that has arisen and shall disclose the matters giving rise to that conflict to the Authority in writing immediately to enable investigation of the matter by the Authority.
7. The Authority may upon written notice to an Authorised Health Insurance Company require the Authorised Health Insurance Company to produce for inspection its accounts and records to ensure fulfilment of its obligations under the Health Insurance Scheme.
8. The Authority shall be entitled to take such action as it deems necessary to implement the findings of any investigation into a potential or actual conflict of interest.

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

Article Sixteen

1. An Intermediary who is duly licensed to operate as an insurance Intermediary by the concerned authorities in the State may submit a request to the Authority to practice health insurance. The Intermediary may practice health insurance only after obtaining a license from the Authority.
2. Intermediaries authorised by the Authority shall undertake to transact business in the State in accordance with the federal insurance laws.
3. An Intermediary may not market, sell or intermediate with respect to any Health Insurance Policies unless such policy is issued by an Authorised Health Insurance Company.
4. An Intermediary may not accept any gift, commission or fee from any Healthcare Provider in return for his services.
5. An authorised Intermediary may not own, manage or participate in the management of any Authorised Healthcare Provider or Authorised Health Insurance Company.
6. When requested in writing by the Authority, Authorised Health Insurance Companies shall present all records and details of its transactions with all Intermediaries authorised by the Authority.
7. An Authorised Healthcare Provider may not pay any commissions or fees to authorised Intermediaries. Any such payment of commissions or fees will be deemed a breach of the Health Insurance Law.
8. All Intermediaries who are in possession of a licence in health insurance shall submit an annual report to the Authority on all transacted business on a form prepared for that purpose by the Authority.
9. Any Authorised Health Insurance Company dealing with an Intermediary that is not authorised by the Authority to act as such shall both be considered to have committed an offence under the Health Insurance Law.

Part Eight

Licensing Requirements, Obligations and Healthcare Provision Agreements of Healthcare Providers

Article Seventeen

1. An entity wishing to provide Healthcare Services pursuant to the Health Insurance Scheme shall apply to the Authority for registration as an Authorised Healthcare Provider on the form prepared for that purpose by the

Authority and shall enclose the following documents with the application:

- copy of the license to operate a private medical practice in the Emirate;
 - details of healthcare services the applicant wishes to provide as an Authorised Healthcare Provider;
 - medical malpractice insurance policy for the applicant's employees;
 - complete details of the proposed price to be approved by the Authority;
 - the automated system to issue invoices and settle financial matters arising from the implementation of the Health Insurance Scheme; and
 - other relevant documents as may be prescribed by the Authority from time to time.
2. All Government Healthcare Providers shall be authorised as Authorised Healthcare Providers with effect from 1.7.2006 for a period of one year after which new licenses will have to be obtained.
 3. Only Authorised Healthcare Provider shall be entitled to provide Healthcare Services pursuant to the Health Insurance Scheme.
 4. An application to the Authority for registration as an Authorised Healthcare Provider shall be signed by a duly authorised officer of the applicant and proof of such authorisation to the satisfaction of the Authority shall be provided with the application.
 5. The Authority shall within 60 days from the date of completed application that comply with the legal requirements review the application and provide its decision in writing to the applicant as to whether the application for registration as an Authorised Healthcare Provider is approved. The Authority may require the applicant to produce further evidence.
 6. The concerned authorities shall provide the Authority with whatever assistance is required for the Authority to process the application.
 7. Once an application for registration as an Authorised Healthcare Provider has been approved by the Authority, the Authority shall issue a certificate of approval certifying the applicant as an Authorised Healthcare Provider
 8. The license shall be valid for a period of one year renewable under the same terms.
 9. The Authority shall be entitled to monitor the activities of an Authorised Provider to ensure compliance with the Health Insurance Scheme. The Authority shall be empowered to take enforcement action against an Authorised Provider in the event of a breach of the Authorised Provider's obligations under the Health Insurance Scheme, including the levying of fines

or penalties and the suspension or revocation of the Authorised Provider's health insurance authorisation.

10. An Authorised Healthcare Provider shall at all times comply with the policies and procedures of the Authority for providing healthcare service.
11. The Authority shall assess the extent of compliance by Authorised Healthcare Service Providers with the legal policies and procedures of the Authority and shall take the prescribed legal action in the event of lack of compliance.
12. The Authority shall publish the list of Authorised Providers under the Health Insurance Scheme annually to the public and shall ensure that such list is updated from time to time.
13. Healthcare Service Providers may not apply for the cancellation of the license to operate under the Health Insurance Scheme until first obtaining the Authority's approval and publishing notice of cancellation twice in Arabic and English newspapers. A notice period of two months will be given for fulfilment of their obligations.

Article Eighteen

1. An Authorized Healthcare Service Provider shall conduct its activities honestly and with integrity and shall act with care and diligence in the course of its participation in the Health Insurance Scheme, and shall at all times provide healthcare services in accordance with internationally accepted standards for insurance practice.
2. An Authorized Healthcare Service Provider may not own, manage or participate in the management of an Authorised Health Insurance Company or Intermediary nor may a Healthcare Service Provider participate in any manner whatsoever in acting as intermediary in the sale or marketing of Health Insurance Policies.
3. An Authorized Healthcare Service Provider may not have an interest in, participate in the ownership or otherwise of an Authorised Health Insurance Company or Intermediary that could conflict with the proper performance of the Healthcare Service Provider's duties. The provisions of this Article shall extend to any directors and senior management of an Authorized Healthcare Service Provider.
4. A Healthcare Service Provider shall take immediate steps to avoid a conflict of interest arising or to avert a conflict of interest that has arisen and shall disclose the matters giving rise to that conflict to the Authority in writing

immediately to enable investigation of the matter by the Authority.

5. The Authority may upon written notice to an Authorized Healthcare Service Provider require the Authorised Healthcare Provider to produce for inspection its accounts and records to ensure fulfilment of its obligations under the Health Insurance Scheme.
6. The Authority shall be entitled to take such action as it deems necessary to implement the findings of any investigation into a potential or actual conflict of interest.

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

Article Nineteen

1. The Authority's Government Healthcare Service Providers shall only transact with the National Health Insurance Company (Daman) under Daman's policies with effect from 1 July 2006 for a period of five years which may be extended or reduced by an Executive Council decision.
2. National Health Insurance Company (Daman) shall exclusively provide basic healthcare services in addition to supplementary healthcare services for all government employees and their dependants (federal/local) and employees of authorities, establishments and companies wholly owned by the government (federal/local) and their dependants for a period of 10 years with effect from the date on which these Regulations come into effect. This period may be extended or reduced by a decision of the Executive Council.
3. The Authorised Health Insurance Company shall enter into agreements with the Authorised Healthcare Service Providers which will include the following details:
 - parties to the agreement;
 - duration of the agreement;
 - duties and obligations of the Authorised Health Insurance Company;
 - duties and obligations of the Authorised Healthcare Service Provider;
 - payment procedures for healthcare services;
 - identification procedures of the Insured Persons in addition to approval proceedings;
 - procedures for the settlement of complaints and disputes;
 - conditions for the termination of the agreement;
 - requirements of confidentiality with respect to Insured Persons' files and records;
 - volume of services, upper limit for rates and costs of basic healthcare

- services an Authorised Healthcare Service Provider is obliged to provide;
- Co-payment/Deductible to be paid by the Insured Person upon requesting a covered healthcare or when receiving medicine or laboratory tests or diagnostic x-rays.
4. All agreements shall be subject to the supervision of the Authority and the Authority may make any amendments it considers appropriate before approving any agreement. No agreement will be enforced before it is approved by the Authority.
 5. Parties to an agreement shall, within 30 days, provide all explanations and documents required by the Authority for the purpose of auditing that agreement and any delay after the prescribed time limit shall constitute an offence under the Health Insurance Law and shall result in a penalty as prescribed in these Regulations.
 6. Authorised Health Insurance Companies and Authorised Healthcare Service Providers shall deposit signed copies of their agreement with the Authority together with any amendments made thereto.

Part Nine
Authorised Officers

Article Twenty

1. The Authority shall submit an application to the Ministry of Justice to grant employees of the Authority involved in the enforcement of the Health Insurance Law in the Emirate the capacity of authorised officers.
2. The appointment of authorised officers shall be with a view to assisting the Authority in its role of implementing, administering and overseeing the Health Insurance Scheme.
3. The Authority shall issue an authorised officer with an identity card which shall be carried by the authorised officer at all times, and be presented upon request when exercising any of his duties.
4. An authorised officer shall investigate any Complaint and/or any violation of the Health Insurance Scheme.
5. An authorised officer shall prepare a written report of any investigations conducted in the format prescribed by the Authority, and shall contain:

- the name of the authorised officer who investigated the Complaint;
 - full details of the investigative action undertaken in accordance with applicable laws;
 - the provisions of the Health Insurance Law and/or these Regulations which have been contravened;
 - all other relevant facts;
 - the date of completion of the report.
6. The above written report shall be signed by an authorised official and submitted to the Authority's Complaints Unit for action within seven days of the completion of the investigative action.
 7. An authorised officer shall not disclose any confidential information with respect to the investigation of the Complaint and no authority, other than the concerned authority, may review the confidential information.

Part Ten
Complaints, Disputes and Penalties

Article Twenty One

1. The Authority shall establish a Complaints Unit to assist with investigating and resolving Complaints and disputes arising between participants of the Health Insurance Scheme.
2. A Complaint by an Insured Person in respect of healthcare services and/or a Health Insurance Policy shall not be heard by the Complaints Unit unless and until:
 - the dispute resolution procedures between the Insured Person and an Authorised Health Insurance Company have been exhausted; and
 - the dispute resolution procedures between the Insured Person and an Authorised Healthcare Service Provider have been exhausted.
3. The Authority shall prepare the forms and set out the procedures through which a Complaint may be submitted.
4. The Authority shall set out a schedule of fees for the investigation of Complaints and procedures for the collection of the prescribed fees.

5. A Complaint to the Complaints Unit shall:
 - be made in writing in the prescribed form and signed by the Complainant;
 - be accompanied by the prescribed fee;
 - enclose all relevant documentation in support of the Complaint;
 - include all particulars of the Complainant's claim;
 - be in either the English or Arabic language.
6. The functions of the Complaint Unit shall be:
 - to receive and process Complaints' formalities;
 - to conduct investigations into Complaints when necessary;
 - to instruct authorised officers to conduct investigations and examinations deemed appropriate by the Authority;
 - any other functions that are incidental to the performance of any of the preceding functions;
 - to make recommendations to the Authority to take specific action in relation to the findings of any investigations into Complaints
7. On receipt of a Complaint against an Authorised Healthcare Service Provider or Authorised Health Insurance Company, the Complaints Unit may:
 - inform the Authorised Healthcare Service Provider or Authorised Health Insurance Company of the nature of the Complaint, and provide whatever documentation to the Authorised Healthcare Service Provider or Authorised Health Insurance Company as the Complaints Unit in its discretion deems necessary;
 - request the Authorised Healthcare Service Provider or Authorised Health Insurance Company to provide the Complaints Unit with its comments and all relevant documentation relating to the Complaint within 14 days of receipt of the request and such period could be extended to 28 days if the Complaints Unit deems necessary;
 - refer the matter to an authorised officer for investigation, if necessary; and
 - request the Authorised Healthcare Service Provider or Authorised Health Insurance Company to provide any records or documents necessary for the investigation.
8. The Authorised Provider or Authorised Insurer shall comply with all requests received from the Complaints Unit.
9. The Complaints Unit may deal with a Complaint by:
 - conducting an investigation in relation to the Complaint;

- refer the investigation of a Complaint to an authorised officer;
 - notifying all parties affected by the Complaint and requesting such documents as may be relevant to the Complaint;
 - making a determination in respect of its findings or an authorised officer's report and recommending action for the Authority to take in relation to the Complaint including the issue of an Infringement Notice;
 - referring the matter to the relevant federal or municipal body for investigation.
10. The Complaints Unit may elect not to look into any Complaint in circumstances where:
- a decision was issued with respect to the subject matter of the dispute;
 - the report by an authorised officer does not recommend any further action;
 - the Complainant does not have a sufficient interest in the subject matter of the Complaint;
 - the Complaint was not made in good faith;
 - the Complaint is not made in the prescribed format or has not been accompanied by the prescribed fee.
11. The Complaints Unit may elect not to take any action in relation to a Complaint if the incident to which the Complaint relates occurred more than 12 months prior to the Complaint being made.
12. The Complaints Unit shall notify the Complainant in writing within one month of receipt of the Complaint as to what action the Complaints Unit has taken to deal with the Complaint.
13. A Complainant shall be entitled to request the Complaints Unit to provide a written summary, within 30 days of the Complainant's request, of details of any action or investigation taken by the Complaints Unit.
14. An agreement signed between a Healthcare Service Provider and Health Insurance Company shall require all disputes to be submitted to the Complaints Unit of the Authority for an amicable settlement. Any other dispute resolution procedures shall be of no force and effect unless and until the Complaints procedure set out in these Regulations has been exhausted.

15. Where the Complaints Unit regards that a Complaint should be referred to another body for investigation, the Complaints Unit may refer the matter to that body and shall advise the Complainant in writing of such referral.
16. Healthcare Service Providers, Health Insurance Companies, Intermediaries and Health Insurance Claims Administration Companies may not prescribe fees for complaints submitted to them with respect to health insurance.

Article Twenty Two

1. An Infringement Notice shall be issued in the prescribed format and shall contain the following:
 - Infringement reference number and date of issue;
 - the full name and address of the person or entity to whom the Infringement Notice is addressed;
 - full details of the infringement;
 - the provisions of the Health Insurance Law and/or these Regulations which have been contravened;
 - the type of penalty to be imposed;
 - details of any remedial action required to be taken by the person or entity to whom the Infringement Notice is addressed and the time period for such action to be taken;
 - if a monetary penalty is to be imposed, the place and method by which the penalty may be paid;
 - details as to the time period and process for challenging the Infringement Notice as set out in these Regulations;
2. An Infringement Notice shall be delivered by registered mail to the person or entity to whom it is addressed and the Authority shall retain proof of such delivery.
3. In the event that a monetary penalty is imposed by the Infringement Notice, payment of the penalty shall be made to the Authority in accordance with the provisions set out in the Infringement Notice.
4. In the event that payment is not made within the period set out in the Infringement Notice, the Authority shall refer the matter to the relevant authorities for prosecution.

5. A person or entity to whom an Infringement Notice is addressed may register a written objection to the Infringement Notice with the Complaints Unit, in accordance with the procedure set out in these Regulations within seven days of the issue of such Infringement Notice. The Complaints Unit shall issue its decision with respect to the objection within one month from the date of the objection provided that all procedures relating to complaints must be 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.

Part Eleven
General Provisions

Article Twenty Three

1. All patient files and records relating to the Healthcare Services provided to an Insured Person shall be confidential and shall not be disclosed to any third party except as set out below:
 - where an Insured Person provides written consent to such records being disclosed to a third party;
 - pursuant to an order by a competent court, the police or the Authority; and
 - where disclosure of the records is required for the purposes of these Regulations and the person to whom the files and records are disclosed shall undertake to maintain the disclosed information confidential.
2. An Authorised Healthcare Service Provider shall retain such records for a period of at least two years from the date of the last health insurance policy or treatment, whichever is farther, and may only be disposed of permanently five years after the last treatment.
3. An Insured Person may, in the event the Healthcare Service Provider is changed for any reason whatsoever, request a complete copy of his file or records and submit the same to the new Healthcare Service Provider.

Article Twenty Four

1. The Authority shall determine the nature of reports to be submitted by Health Insurance Companies, Authorised Healthcare Service Providers, Intermediaries and Insurance Claims Administration Companies;

2. The parties set out in the preceding paragraph shall submit their reports in the form prescribed by the Authority every three months;
3. A delay in submitting the required reports shall constitute an offence under the Health Insurance Law and its Implementing Regulations.

Article Twenty Five

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

Article Twenty Six

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

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

Article Twenty Seven

The Government is obliged to provide healthcare services in the event of an injury or illness suffered by an Insured Person as a result of military operations, wars, acts of terror, nuclear energy, chemical contamination, natural disaster and cases of widespread epidemics.

Article Twenty Eight

The Authority may amend the provisions of these Regulations and all enclosed schedules hereto provided that every amendment is approved by the Executive Council.

Schedule No. 1

Basic Healthcare Services

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

First: The annual upper limit for the Basic Healthcare Services is AED 250,000 for every person.

Second: Geographic Coverage:

1. Basic Health Insurance Services are offered inside the Emirate of Abu Dhabi through a network of Healthcare Service Providers who are licensed by the Authority.
2. The cover in other emirates includes medical emergencies only.

Third: Inpatient Basic Healthcare Services at Authorised Hospitals.

1. In-patient Basic Healthcare Services will be received in rooms of two or more beds provided that the authorised insurance company granted its previous approval.
2. The prior approval of the insurance company is required for tests, diagnosis, treatments and surgeries in hospitals for non-urgent medical cases.
3. Healthcare services for emergency cases.
4. Transportation services for medical emergencies inside the Emirate of Abu Dhabi by an authorised party.
5. The upper limit for the cost of accommodating a person accompanying an insured child up to 10 years of age is AED 100 a day.
6. The upper limit for the cost of accommodation of an accompanying person in the same room in cases of medical emergencies and at recommendation of a doctor is AED 100 a day. The prior approval of the insurance company is required.
7. In-patient maternity services of whatever nature provided that a prior approval is obtained from the insurance company and the patient pays a sum of AED 500 for each delivery.

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

1. Examination, diagnostic and treatment services by general practitioners of clinics and health centres provided that the Insured Person shall pay a sum of AED 20 for every new visit and AED 10 for every new visit to specialist and/or consultant specialist doctors provided that the Insured Person is referred to specialist and/or consultant doctors by general practitioners. Follow ups are exempted from fees if made within a week from the date of first examination.
2. Laboratory tests services provided that a fee of AED 10 is paid and the tests are carried out in the authorized facility assigned to treat the insured person.
3. X-ray diagnostic services provided that a fee of AED 10 is paid and the tests are carried out in the authorized facility assigned to treat the insured person. In cases of non-medical emergencies, the insurance company's prior approval is required for MRI, CT scans and endoscopies.
4. Physiotherapy treatment services provided that the Authorised Health Insurance Company's prior approval is obtained.
5. 70% of the cost of medicine up to a maximum of AED 1,500 /Year provided that the patient settles 30% of the cost of every prescription. The health insurance company's prior approval is required for prescriptions the cost of which exceeds AED 500.
6. Examination, diagnostic and treatment services for pregnancy and gynaecology services by general practitioners in authorised health centres and clinics. The Insured Person shall pay a sum of AED 20 for every new visit and AED 10 for every new visit to specialist and/or consultant doctors provided that the Insured Person is referred to specialist and/or consultant doctors by general practitioner doctors. Follow ups are exempted from fees if made within a week from the date of first examination.

Fifth: Deferred Basic Healthcare Services

1. Diagnostic and treatment services for dental and gum treatments except for cases of medical emergencies.
2. Hearing and vision aids, and vision correction by surgeries, and laser except for cases of medical emergencies.

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

Schedule 2
Excluded Healthcare Services
Offered Under the Enhanced Health Insurance Policy

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

1. Healthcare Services, which are not medically necessary
2. All expenses relating to dental treatment, dental prostheses, and orthodontic treatments.
3. Domiciliary care; private nursing care; care for the sake of travelling.
4. Custodial care includes
 - (1) Non-medical treatment services; or
 - (2) Health-related services which do not seek to improve or which do not result in a change in the medical condition of the patient.
5. Services which do not require continuous administration by specialized medical personnel.
6. Personal comfort and convenience items (television, barber or beauty service, guest service and similar incidental services and supplies).
7. Healthcare Services and associated expenses for replacement of an existing breast implant. Cosmetic operations which improve physical appearance and which are related to an Injury, sickness or congenital anomaly when the primary purpose is to improve physiological functioning of the involved part of the body. Breast reconstruction following a mastectomy for cancer is covered.
8. Surgical and non-surgical treatment for obesity (including morbid obesity), and any other weight control programs, services, or supplies.
9. Medically non-approved experimental, research, investigational healthcare services, treatments, devices and pharmacological regimens.
10. Healthcare Services that are not performed by Authorised Healthcare Service Providers, apart from Healthcare Services rendered in a Medical Emergency.
11. Healthcare services, treatments & associated expenses for alopecia, baldness, hair falling, dandruff or wigs.

12. Supplies, Treatment and services for smoking cessation programs and the treatment of nicotine addiction.
13. Non-medically necessary Amniocentesis
14. Treatment, services and surgeries for sex transformation, sterility and sterilization
15. Treatment and services for contraception
16. Treatment and services related to fertility / sterility (treatment including varicocele / polycystic ovary / ovarian cyst / hormonal disturbances / sexual dysfunction).
17. Prosthetic devices and consumed medical equipments, unless approved by the insurance company
18. Treatments and services arising as a result of hazardous activities, including but not limited to, any form of aerial flight, any kind of power-vehicle race, water sports, horse riding activities, mountaineering activities, violent sports such as judo, boxing, and wrestling, bungee jumping and any professional sports activities
19. Growth hormone therapy.
20. Costs associated with hearing tests, vision corrections, prosthetic devices or hearing and vision aids.
21. Mental Health diseases, in-patient and out-patient treatments, unless the condition is a transient mental disorder or an acute reaction to stress.
22. Patient treatment supplies (including elastic stockings, ace bandages, gauze, syringes, diabetic test strips, and like products; non-prescription drugs and treatments, excluding such supplies required as a result of Healthcare Services rendered during a Medical Emergency).
23. Preventive services, including vaccinations, immunizations, allergy testing and desensitization; any physical, psychiatric or psychological examinations or testing during these examinations.
24. Services rendered by any medical provider relevant of a patient for example the Insured person and the Insured member's family, including spouse, brother, sister, parent or child.

25. Enteral feedings (via a tube) and other nutritional and electrolyte supplements, unless medically necessary during treatment.
26. Healthcare services for adjustment of spinal subluxation, diagnosis and treatment by manipulation of the skeletal structure, by any means, except treatment of fractures and dislocations of the extremities.
27. Healthcare services and treatments) by acupuncture; acupressure, hypnotism, rolfing, massage therapy, aromatherapy, homeopathic treatments, and all forms of treatment by alternative medicine.
28. All Healthcare services & Treatments for in-vitro fertilization (IVF), embryo transport; ovum and male sperms transport
29. Elective diagnostic services and medical treatment for correction of vision
30. Nasal septum deviation and nasal concha resection.
31. All chronic conditions requiring hemodialysis or peritoneal dialysis, and related test/treatment or procedure.
32. Treatments and services related to viral hepatitis and associated complications, except for treatment and services related to Hepatitis A.
33. Birth defects, Congenital diseases for newborn &/or Deformities unless life-threatening.
34. Healthcare services for Senile dementia and Alzheimer's disease
35. Air or Terrestrial Medical evacuation except for Emergency cases or unauthorised transportation services.
36. Circumcision healthcare services.
37. Inpatient treatment received without prior approval from the insurance company including cases of Medical Emergency which were not notified within 24 hours from the date of admission.
38. Any inpatient treatment, tests and other procedures, which can be carried out on outpatient basis without jeopardizing the Insured Person's health
39. Any test or treatment, for purpose other than medical such as tests related for employment, travel, licensing or insurance purposes.

40. All supplies which are not considered as medical treatments including but not limited to: mouthwash, toothpaste, lozenges, antiseptics, milk formulas, food supplements, skin care products, shampoos and multivitamins (unless prescribed as replacement therapy for known vitamin deficiency conditions) and all equipment not primarily intended to improve a medical condition or injury, including but not limited to air conditioners or air purifying systems, arch supports, convenience items / options, exercise equipment and sanitary supplies.
41. More than one consultation or follow up with a medical specialist in a single day unless referred by a physician.
42. Health services and associated expenses for organ and tissue transplants, irrespective of whether the Insured Person is a donor or recipient.
43. Services and educational program for handicaps.

Schedule No. 3
Healthcare Services outside the Scope of Health Insurance

1. Injuries or illnesses suffered by the Insured Person as a result of military operations of whatever type.
2. Injuries or illnesses suffered by the Insured Person as a result of wars or acts of terror of whatever type
3. Healthcare services for injuries and accidents arising from nuclear or chemical contamination.
4. Injuries resulting from natural disasters (including but not limited to) earthquakes, tornados and any other type of natural disaster.
5. Injuries resulting from criminal acts or resisting authority by the Insured Person.
6. Healthcare services for patients suffering from AIDS and its complications.
7. Healthcare services for work illnesses and injuries as per Federal Law No. 8 of 1980 concerning the Regulation of Work Relations, as amended, and applicable laws in this respect.
8. All cases resulting from the use of alcohol, drugs and hallucinatory substances.
9. Any test or treatment not prescribed by a doctor.
10. Injuries resulting from attempted suicide or self-inflicted injuries.
11. Diagnosis and treatment services for complications of exempted illnesses.
12. All healthcare services for internationally and locally recognised epidemics.
13. Venereal sexually transmitted diseases. A list with respect thereto will be set out by the General Authority of Health Services.

Schedule 4
Offences and Penalties

The following Penalties shall apply in respect of any offences against or breach of the Health Insurance Law and these Regulations:

	Offence	Penalty
1.	Failure to subscribe or renew the subscription in the Health Insurance Scheme by the Employer, Sponsor for his workers and those residing under his sponsorship;	AED 300 monthly for every person without an insurance subscription.
2.	Failure to renew the license during the month following the date of expiry of the license;	AED 10,000 monthly for every license.
3.	Passing on the cost of the health insurance policy to the Insured Person;	AED 10,000 for every Insured Person together with a refund of the deducted amount.
4.	Any action by any person or entity to offer or sell health insurance policies without authorization from the Authority;	AED 10,000 for every health insurance policy sold.
5.	Any action by a Health Insurance Company, Healthcare Service Provider, Intermediary or Third Party Administrator to transact health Insurance Scheme without first obtaining a license from the Authority;	AED 20,000 for every offence.
6.	Any action by a Health Insurance Company, Healthcare Service Provider, Intermediary or Third Party Administrator to conduct dealings with each other without both obtaining a license from the Authority;	AED 20,000 payable by each party.
7.	Any action by a Health Insurance Company, Healthcare Service Provider, Intermediary or Third Party Administrator to conduct dealings with a another party who is not licensed by the Authority to transact in the health insurance scheme;	AED 20,000 payable by each party.

	Offence	Penalty
8.	Issue of a health insurance policy that provides less cover than required by the Basic Healthcare Services without obtaining the Authority's approval;	AED 20,000 for every health insurance policy.
9.	A failure by Health Insurance Company, Healthcare Service Provider, Intermediary or Third Party Administrator to provide the reports prescribed by the Authority on the required deadline ;	AED 5,000 for every case.
10.	Any action by Authorised Insurance Companies or Authorised Healthcare Service Providers to conduct dealings with each other without an authorised agreement by the Authority;	AED 20,000 payable by each party
11.	Any Authorised Health Insurance Company, Intermediaries or Health Insurance Claims Administration Companies having any financial interest in or beneficial ownership of any Authorised Healthcare Provider;	AED 20,000 and a grace period of six months to remedy the offence. The license will be revoked in the event the offence continued after six months.
12.	Any Authorised Healthcare Service Provider having any financial interest in or beneficial ownership of any Health Insurance Company, Intermediary or Third Party Administrator.	AED 20,000 and a grace period of six months to remedy the offence. The license will be revoked in the event the offence continued after six months.
13.	Any manipulation or negligence in files and records of patients during the prescribed maintenance period.	AED 5,000 for every file or record.
14.	Any action by Healthcare Service Providers, Health Insurance Companies, Employers, Sponsors, Intermediaries and Health Insurance Claims Administration Companies to impose any fines;	AED 10,000 for every case.
15.	Any provision of misleading or incorrect information in respect of any financial settlement under the Health Insurance Scheme;	AED 20,000 for every settlement.

	Offence	Penalty
16.	An Authorised Health Insurance Company failing to comply with the requirements with respect to issuing Health Insurance Policies;	AED 20,000 for every health insurance policy.
17.	An Authorised Healthcare Service Provider failing to comply with the approved cost of the Basic Healthcare Services and the Deductible as determined by the Authority;	AED 20,000 for every person.
18.	An Authorised Health Insurance Company failing to comply with the approved cost of the basic Health Insurance Policy or amending the Basic Health Insurance Policy as determined by the Authority;	AED 20,000 for every health insurance policy.
19.	Non-compliance with the extent of exemptions as determined by the Authority;	AED 5,000 for every person.
20.	Lack of compliance with the confidentiality requirements in relation to Insured Persons' files and records;	AED 20,000 for every file or record.
21.	Providing incorrect, false, fraudulent or misleading information in any application to operate under the Health Insurance Scheme;	AED 20,000.
22.	Providing incorrect, false, fraudulent or misleading information in any application for uncovered healthcare services under a health insurance policy;	AED 5,000 for every person.
23.	Providing incorrect, false, fraudulent or misleading information in respect of the total monthly income of an Insured Person;	AED 15,000 for every person.
24.	Failure to present a sample of an Enhanced Health Insurance Policy for approval by the Authority;	AED 20,000.
25.	Making amendments to a health insurance policy after revision and approval by the Authority;	AED 20,000 for every policy.

	Offence	Penalty
26.	Providing incorrect, false, fraudulent or misleading information in the application for exemption from the Health Insurance Scheme;	AED 15,000 for every offence.
27.	Providing incorrect, false, fraudulent or misleading information with respect to any contracts under the Health Insurance Scheme;	AED 20,000 for every contract together with 15 days grace period to remedy the offence.
28.	Failure to comply with the Authority's request for a timely provision of any information or documents that are relevant to the Health Insurance Scheme;	Grant a one week grace period to comply with the request after which a fine of AED 5,000 for every week of delay.
29.	Assaulting or preventing Authorised Persons from performing their duties;	Matter to be referred to judicial authorities.
30.	A delay of more than seven days in subscribing in the Health Insurance Scheme after the date of first arrival of the sponsored person or the date of medical examination whichever is first;	AED 100 for every week.
31.	Refraining from or delaying the provision of healthcare services in medical emergencies;	AED 20,000 and revocation of the license in the event the offence is repeated.
32.	Failure to publish the intention to cancel the license granted by the Authority in newspapers twice;	AED 20,000 and the concerned party shall be held liable for all resulting damage.
33.	The withdrawal of a Health Insurance Company or a Healthcare Service Provider from the Health Insurance Scheme after obtaining the Authority's license and without obtaining the prior approval of the Authority;	AED 20,000 for every contracted health insurance policy without prejudice to any claims for necessary compensation.
34.	Failure to reply to a Complaint within 30 days from the date of the Complaint;	AED 5,000 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 for every offence.

	Offence	Penalty
36.	Payment of commissions, fees or any consideration to Intermediaries by a Healthcare Service Provider;	AED 10,000 for every offence.
37.	Failure to renew the certificate of exemption from the Health Insurance Scheme within a maximum period of one month from the date of expiry of the certificate of exemption;	AED 5,000 for every monthly delay.
38.	An unjustified refusal or delay on the part of an Authorised Health Insurance Company to grant its approval to any healthcare service that require its prior approval;	AED 20,000 in every case without prejudice to the Insured Person's right to claim compensation.
39.	Any Healthcare Service Provider providing incorrect or withholding information on the condition of the Insured Person in order to mislead an Authorised Health Insurance Company to granting its approval for the provision of Basic Healthcare Services;	AED 20,000 for every insured case.
40.	Malicious or misleading Complaints filed by a party licensed to operate under the Health Insurance Scheme against another party;	AED 10,000 for every complaint filed.
41.	Malicious Complaints by a Health Insurance Company or Insured Person;	AED 2,000 for every Complaint filed.

Schedule 5 Fees

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

First: Annual Fees for License Applications

	Application	Prescribed fee
1.	Application fee payable when applying to the Authority for a license for the first time by categories referred to under paragraphs (3, 4 and 10) of this Schedule.	AED 1,000 (non-refundable)
2.	Application fee payable when applying to the Authority for a license for the first time by categories referred to under paragraphs (5, 6, 7 and 8) of this Schedule.	AED 2,000 (non-refundable)
3.	License fee or license renewal fee (clinic, group of clinics, medical centre, pharmacy, day care centre).	AED 2,000 for every doctor/pharmacist
4.	License fee or license renewal fee (physiotherapy clinic, laboratory, x-ray diagnostic centre).	AED 5,000
5.	Hospital license fee	AED 400 for every bed with a minimum of AED 5,000
6.	Health Insurance Company license fee	AED 150,000
7.	Insurance Intermediary license fee	AED 20,000
8.	Health Insurance Third Party Administrator license fee.	AED 20,000
9.	License renewal fee for categories referred to under paragraphs (5, 6, 7 and 8)	75% of the first license fee.
10.	Fee for first time exemption or renewal of the exemption from some or all Basic Health Care Services.	AED 5,000 for every application

	Application	Prescribed fee
11.	Fee for application to cancel license to operate under the Health Insurance Scheme for categories referred to under paragraphs (3, 4, 7 and 8)	AED 2,000
12.	Fee for application to cancel license to operate under the Health Insurance Scheme for categories referred to under paragraphs (5 and 6)	AED 5,000

Second: Schedule of Fees for Complaints and Grievances Submitted to the Authority and for Submitted Complaints and Grievances Audit

	Application	Prescribed fee
1.	Fee for complaints and grievances submitted against an Infringement Notice by a patient or a sponsor (natural person).	AED 100
2.	Fee for complaints and grievances submitted against an Infringement Notice by an Employer, Healthcare Provider, Health Insurance Companies, Intermediaries or Health Insurance Third Party Administrators.	AED 2,000
3.	Fee for complaints and grievances submitted against an Infringement Notice by Health Insurance Companies, Healthcare Service Providers, Intermediaries or Health Insurance Third Party Administrators that will be investigated by a work team.	AED 10,000 to be paid by the party submitting the complaint and thereafter born by the defaulting party.