

Law No. (11) of 2013
Concerning
Health Insurance in the Emirate of Dubai¹

We, Mohammed bin Rashid Al Maktoum, Ruler of Dubai,

After perusal of:

Federal Law No. (6) of 2007 Establishing the Insurance Authority and Regulating the Insurance Business and its amendments;

Law No. (3) of 2003 Establishing the Executive Council of the Emirate of Dubai;

Law No. (9) of 2004 Concerning the Dubai International Financial Centre and its amendments;

Law No. (13) of 2007 Establishing the Dubai Health Authority;

Decree No. (22) of 2009 Concerning Special Development Zones in the Emirate of Dubai;

Decree No. (9) of 2012 Approving a Pricing Method for the Dubai Health Authority Services; and

The legislation regulating free zones in the Emirate of Dubai,

Do hereby issue this Law.

Title of the Law
Article (1)

This Law will be cited as “Law No. (11) of 2013 Concerning Health Insurance in the Emirate of Dubai”.

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¹Every effort has been made to produce an accurate and complete English version of this legislation. However, for the purpose of its interpretation and application, reference must be made to the original Arabic text. In case of conflict the Arabic text will prevail.

Law No. (11) of 2013 Concerning Health Insurance in the Emirate of Dubai

Definitions

Article (2)

The following words and expressions, wherever mentioned in this Law, will have the meaning indicated opposite each of them unless the context implies otherwise:

UAE:	The United Arab Emirates.
Emirate:	The Emirate of Dubai.
Government:	The Government of Dubai.
Executive Council:	The Executive Council of the Emirate of Dubai.
DHA:	The Dubai Health Authority.
Concerned Entity:	A Government entity concerned with the implementation of this Law.
Director General:	The director general of the DHA.
Health Insurance:	Enjoyment by a Beneficiary of Health Benefits as stipulated in this Law and the resolutions issued in pursuance hereof.
Beneficiary:	A natural person who is entitled to Health Insurance in accordance with this Law.
Health Benefits:	The set of health services a Beneficiary obtains from a Health Service Provider pursuant to a Health Insurance Policy.
Coverage Provider:	The entity which bears the cost of Health Benefits that a Health Service Provider provides to a Beneficiary, including the Government and the Insurance Company.
Health Insurance Policy:	A document which determines the rights and obligations of a Beneficiary and a Coverage Provider in all matters relating to Health Benefits.
Basic Coverage:	The minimum Health Benefits prescribed for a Resident under the resolutions issued in pursuance hereof.
Supplementary Coverage:	The Health Benefits provided to a Beneficiary in addition to the Basic Coverage.

Co-insurance:	A lump sum or percentage determined in the Health Insurance Policy which must be paid by a Beneficiary when he receives Health Benefits.
Health Insurance Card:	A document issued by a Coverage Provider to a Beneficiary to present to a Health Service Provider, which proves his enrolment in Health Insurance for the Coverage Period stated therein.
Coverage Period:	The period starting from the commencement date and ending on the expiry of the Health Insurance Policy.
Health Service Provider:	A Government or private healthcare facility authorised to provide Health Benefits to Beneficiaries in accordance with this Law and the resolutions issued in pursuance hereof.
Health Service Provider Network:	The list of names and addresses of the Health Service Providers stated in the Health Insurance Policy.
Insurance Company:	An insurance or Takaful insurance company licensed in the UAE to conduct insurance business and authorised by the DHA to conduct Health Insurance activities in the Emirate.
Claim Management Company:	An establishment licensed in the UAE to conduct the insurance claims settlement activity and authorised by the DHA to conduct Health Insurance activities in the Emirate.
Insurance Broker:	An establishment licensed in the UAE to conduct the insurance brokerage activity and authorised by the DHA to conduct the activity of marketing or sale of Health Insurance Policies in the Emirate.
Authorisation:	A document issued by the DHA which authorises the conduct of any activity related to Health Insurance in the Emirate in accordance with the terms and requirements stipulated in this Law and the resolutions issued in pursuance hereof.
UAE National:	A natural person holding the UAE nationality.
Resident:	A natural person who does not hold UAE nationality but who holds a valid residence permit issued by the competent authority in the Emirate.

Employer:	A public or private natural or legal person who engages employees or workers for remuneration of whatever nature.
Sponsor:	A natural or legal person who sponsors, in accordance with the legislation in force in the Emirate, a non-UAE National natural person for the purpose of visiting or residing in the UAE.
Visitor:	A natural person, including tourists, who visits the UAE through the Emirate in accordance with applicable legislation.
Emergency Case:	A case which requires an immediate medical intervention by a Health Service Provider to save, or eliminate a threat to, a person's life.

Objectives of the Law Article (3)

This Law aims to:

1. provide the Emirate with a high-quality integrated health system which is flexible and upgradable, and which meets the expectations of Beneficiaries;
2. establish an efficient and sustainable health financing system;
3. create a health system which attracts investment in, and preserves the competitiveness of, the Emirate; and
4. provide health services within a framework in which the rights of all parties involved are protected.

Scope of Application Article (4)

This Law will apply to all areas of the Emirate including Special Development Zones and free zones such as the Dubai International Financial Centre. This Law will also apply to the following persons and categories of persons:

1. UAE Nationals;
2. Residents;
3. Visitors;

4. Employers;
5. Sponsors;
6. Health Service Providers;
7. Insurance Companies;
8. Claim Management Companies;
9. Insurance Brokers; and
10. any other person or category of persons determined by the Executive Council upon recommendation of the DHA.

Functions of the DHA
Article (5)

For the purposes of this Law, the DHA will have the duties and powers to:

1. establish policies, plans, procedures, regulations, and standards required for the implementation of this Law;
2. pre-qualify and categorise Insurance Companies, Claim Management Companies, and Insurance Brokers who will conduct the Health Insurance business in the Emirate in accordance with relevant criteria approved by the DHA;
3. issue Authorisations to Health Service Providers, Insurance Companies, Claim Management Companies, Insurance Brokers, and any other entity wishing to conduct any Health Insurance activity in the Emirate, in accordance with the criteria and terms determined pursuant to relevant resolutions issued by the DHA;
4. review and approve the method of presenting claims, and of payment and settlement of financial dues arising from Health Insurance in the Emirate;
5. approve charges for the health services provided by Health Service Providers, and monitor their compliance with approved charges;
6. approve Health Insurance packages, their prices, Co-insurance, and Health Insurance Policy forms, in accordance with terms and criteria determined pursuant to relevant resolutions issued by the DHA;

7. establish principles and rules for data processing and protection at Insurance Companies, Claim Management Companies, Insurance Brokers, Health Service Providers, and any other entity dealing with such data;
8. establish rules for transferring a Beneficiary's Health Insurance from one Coverage Provider to another;
9. coordinate all Health Insurance matters with Concerned Entities;
10. monitor compliance by all persons with this Law and the resolutions issued in pursuance hereof, and take the necessary action against violators;
11. prepare and monitor the application of the policy and procedure for determining complaints and disputes arising out of Health Insurance which are submitted to it;
12. approve and monitor the application of the policy and procedure for determining complaints and disputes arising out of Health Insurance adopted by Health Service Providers, Insurance Companies, Claim Management Companies, Insurance Brokers, and any establishment authorised to conduct any Health Insurance activity in the Emirate;
13. monitor the scope of Health Benefits, and the cost of Health Insurance Policies;
14. monitor the cost of Health Benefits included in the Health Insurance Policy;
15. publish periodicals and bulletins that state the policies, guidelines, and procedures relating to implementation of Health Insurance legislation;
16. conduct studies and research required for developing Health Insurance in the Emirate, and submit recommendations in this regard to the Executive Council; and
17. perform any other duties required for the achievement of the objectives of this Law.

Authorisation

Article (6)

- a. No natural or legal person may conduct in the Emirate any of the Health Insurance activities determined in this Law or the resolutions issued in pursuance hereof unless such person obtains the relevant Authorisation from the DHA.
- b. The resolutions issued in implementation of this Law will determine the terms, procedure, and fees for issuing Authorisations for Health Insurance activities.

- c. The validity of an Authorisation will be one (1) year, renewable for the same period. The renewal application must be submitted within thirty (30) days prior to expiry.

Mandatory Health Insurance and Implementation Phases

Article (7)

- a. The entities determined in Article (9) of this Law must enrol UAE Nationals, Residents and Visitors in Health Insurance in accordance with this Law and the resolutions issued in pursuance hereof.
- b. Health Insurance implementation phases will be determined pursuant to a resolution of the Chairman of the Executive Council upon the recommendation of the DHA. Such resolution must state:
 - 1. the start date for the implementation of each phase;
 - 2. the categories of persons benefitting from Health Insurance in each phase;
 - 3. the entities responsible for enrolling Beneficiaries in Health Insurance in each phase; and
 - 4. implementation criteria and procedures for each phase.

Categories of Beneficiaries

Article (8)

- a. Health Benefits of Beneficiaries will be divided into the following categories:
 - 1. Health Benefits for UAE Nationals which include providing preventative and curative health services as determined by the DHA in this respect;
 - 2. Health Benefits for Residents which include the health services that must be provided by an Employer or Sponsor provided that these are not less than the Basic Coverage. An Employer or Sponsor may provide Supplementary Coverage to the Beneficiary and his family members; and
 - 3. Health Benefits for Visitors, which include the provision of health services in Emergency Cases as approved by the DHA in this respect in coordination with Concerned Entities.
- b. The Executive Council may add new categories to those stipulated in paragraph (a) of this Article and determine the scope of their Health Benefit entitlements.
- c. The resolutions issued under this Law will determine the details of Health Benefits for each category stated in paragraph (a) of this Article.

Responsibility for Enrolment in Health Insurance
Article (9)

- a. Responsibility for enrolment in Health Insurance will be as follows:
1. the Government will be responsible for enrolling UAE Nationals in accordance with the Health Insurance policy and the rules determined by the DHA pursuant to the resolutions issued in this respect;
 2. an Employer will be responsible for enrolling his employees in accordance with his own Health Insurance policy, provided that the Health Benefits of such policy are no less than the Basic Coverage;
 3. a Sponsor will be responsible for enrolling the persons he sponsors who do not have an Employer, provided that the Health Benefits he provides to them are no less than the Basic Coverage; and
 4. the entity determined by the DHA in coordination with competent entities will be responsible for enrolling Visitors.
- b. Health Insurance will be provided to those entitled to Health Insurance through a contract entered into between the entities referred to in paragraph (a) of this Article and the Insurance Company or the entity determined by the DHA, in accordance with the relevant standards issued by the DHA.
- c. The entities referred to in paragraph (a) of this Article will bear the cost of enrolling a Beneficiary in Health Insurance.

Obligations of an Employer
Article (10)

An Employer must:

1. enrol his employees in Health Insurance in accordance with his own applicable Health Insurance policy, and in accordance with this Law and the resolutions issued in pursuance hereof;
2. bear the cost of enrolling his employees in Health Insurance, and not charge such cost to Beneficiaries;
3. ensure that his employees' Health Insurance is valid throughout their service period;
4. bear the cost of health services and medical intervention in Emergency Cases for any of his employees who does not have Health Insurance as stipulated in this Law;

5. provide his employees with a Health Insurance Card;
6. produce a Health Insurance Policy when issuing or renewing the residence permits of his employees;
and
7. perform any other obligations determined pursuant to relevant resolutions issued by the DHA.

Obligations of a Sponsor
Article (11)

A Sponsor must:

1. enrol the persons he sponsors where such persons are not provided with Health Insurance by an Employer;
2. bear the cost of Health Insurance enrolment for the persons he sponsors, and not charge such cost to Beneficiaries;
3. ensure that the Health Insurance of the persons he sponsors is valid throughout their residence or visit;
4. bear the cost of health services and medical intervention in Emergency Cases for each person he sponsors who does not have Health Insurance as stipulated in this Law ;
5. provide the persons he sponsors with a Health Insurance Card;
6. produce a Health Insurance Policy when issuing or renewing the residence or visit permits of the persons he sponsors; and
7. perform any other obligations determined pursuant to relevant resolutions issued by the DHA.

Obligations of a Beneficiary
Article (12)

A Beneficiary must:

1. immediately notify the entity responsible for enrolling him in Health Insurance if his Health Insurance Card is lost or damaged;
2. not misuse the Health Insurance Card in any way whatsoever, including allowing others to use it;

3. pay Co-insurance as determined in the Health Insurance Policy;
4. notify the DHA of any fraud, misuse, omission, or negligence by any party to the Health Insurance system which affects him;
5. refrain from any act intended to illegally obtain Health Benefits or material gains; and
6. perform any other obligations determined pursuant to relevant resolutions issued by the DHA.

Obligations of an Insurance Company **Article (13)**

An Insurance Company must:

1. pay the cost of Health Benefits;
2. pay the cost of the Health Benefits provided by a Health Service Provider that is not part of the Health Service Provider Network in an Emergency Case until the Beneficiary's life is no longer threatened;
3. allow the Beneficiary to obtain, by all means available, all his rights as determined in the Health Insurance Policy;
4. comply with the terms of the Authorisation issued to it and with the terms of the contracts concluded with parties connected to Health Insurance;
5. comply with the method approved by the DHA for Health Insurance financial claims;
6. comply with the terms and conditions of the Health Insurance Policy, and use the forms approved by the DHA in this respect;
7. issue Health Insurance Cards;
8. provide Beneficiaries with, and regularly update, the Health Service Provider Network;
9. notify the DHA of any conflict of interest and of any direct or indirect interest with Health Service Providers;
10. notify the DHA of any violation committed by Health Service Providers or any party to the Health Insurance system;
11. in coordination with the DHA, publish and distribute to Beneficiaries instructions, guidelines, forms, documents, publications, and booklets relating to Health Insurance;

12. maintain, for a period determined by the DHA, financial and statistical records and reports relating to Health Benefits provided to Beneficiaries;
13. maintain, for a period determined by the DHA, Health Insurance financial records and separate them from those of all other activities;
14. preserve and protect the privacy and confidentiality of Beneficiary data;
15. determine complaints submitted to it in accordance with the method which it adopts after approval by the DHA;
16. have a qualified professional and administrative staff that ensures optimal performance of its duties;
17. notify the DHA, within seven (7) working days of its occurrence, of any change or variation in the data or the documents based on which Authorisations are issued, provided that such change or variation does not conflict with this Law, the resolutions issued in pursuance hereof, and the legislation in force in the Emirate;
18. use the trade name stated in its Authorisation in all its dealings with third parties;
19. provide the DHA with any information, data, or statistics that the DHA requests or deems necessary to access in implementation of this Law and the resolutions issued in pursuance hereof, and cooperate with DHA employees and give them access to its databases and records;
20. comply with the rules, conditions, and procedures approved pursuant to this Law and the resolutions, instructions, and the bylaws issued in pursuance hereof, and with the legislation in force in the Emirate; and
21. comply with any other obligations determined pursuant to relevant resolutions issued by the DHA.

Obligations of a Claim Management Company
Article (14)

A Claim Management Company must:

1. comply with the method approved by the DHA for Health Insurance financial claims;
2. comply with the terms of the Authorisation issued to it and with the terms of contracts concluded with Health Insurance entities;

3. notify the DHA of any conflict of interest and of any direct or indirect interest with Health Service Providers;
4. notify the DHA of any violation committed by Health Service Providers or Insurance Companies;
5. maintain, for the period determined by the DHA, financial and statistical records and reports relating to the Health Benefits provided to Beneficiaries;
6. preserve and protect the privacy and confidentiality of Beneficiary data;
7. determine complaints submitted to it in accordance with the method which it adopts after approval by the DHA;
8. have a qualified professional and administrative staff that ensures optimal performance of its duties;
9. notify the DHA, within seven (7) business days of its occurrence, of any change or variation in the data or the documents based on which Authorisations are issued, provided that such change or variation does not conflict with this Law, the resolutions issued in pursuance hereof, and the legislation in force in the Emirate;
10. use the trade name stated in its Authorisation in all its dealings with third parties;
11. provide the DHA with any information, data, or statistics that the DHA requests or deems necessary to access in implementation of this Law and the resolutions issued in pursuance hereof, and cooperate with the DHA employees and give them access to its databases and records;
12. comply with the criteria, conditions, and procedures approved pursuant to this Law and the resolutions, instructions, and the bylaws issued in pursuance hereof, and with the legislation in force in the Emirate; and
13. comply with any other obligations determined pursuant to relevant resolutions issued by the DHA.

Obligations of a Health Service Provider
Article (15)

A Health Service Provider must:

1. provide Health Benefits in accordance with prescribed professional and ethical standards and the medical guides approved by the DHA;
2. comply with policies and procedures issued by the DHA in respect of provision of Health Benefits;

3. submit Health Insurance financial claims in accordance with the method approved by the DHA in this respect;
4. have its health service tariff approved by the DHA and comply with such tariff;
5. not manipulate or neglect the medical or financial records relating to the Health Benefits provided to Beneficiaries;
6. provide services to Beneficiaries in accordance with the Health Insurance Policy;
7. without prejudice to his right to have recourse against the Coverage Provider for payment of the cost of the health services, provide medical services to Beneficiaries in Emergency Cases until the Beneficiary's life is no longer threatened, even if he is not part of the Health Service Provider Network;
8. preserve and protect the privacy and confidentiality of Beneficiary information and data;
9. maintain Beneficiary records and files for the period determined by the DHA;
10. provide the Beneficiary, upon his request, with a copy of his medical reports extracted from his medical file, or with a copy of such file;
11. comply with the principles of fair competition, and refrain from performing any act that may involve defrauding the prescribed Health Insurance system or illegally obtaining material gains;
12. notify the DHA of any conflict of interest and of any direct or indirect interest with Health Service Providers;
13. provide the DHA, Insurance Company, and Claim Management Company with required information, data, and documents relating to the Health Benefits it has provided to Beneficiaries;
14. notify the DHA, within seven (7) business days of its occurrence, of any change or variation in the data or the documents based on which Authorisations are issued, provided that such change or variation does not conflict with this Law, the resolutions issued in pursuance hereof, and the legislation in force in the Emirate;
15. use the trade name stated in its Authorisation in all its dealings with third parties;
16. provide the DHA with any information, data, or statistics that the DHA requests or deems necessary to access in implementation of this Law and the resolutions issued in pursuance hereof, and cooperate with the DHA employees and give them access to its databases and records;

17. comply with the rules, conditions, and procedures approved pursuant to this Law and the resolutions, instructions, and bylaws issued in pursuance hereof, and with the legislation in force in the Emirate; and
18. comply with any other obligations determined pursuant to relevant resolutions issued by the DHA.

Health Insurance Policy
Article (16)

- a. A Health Insurance Policy is issued by a Coverage Provider.
- b. A Health Insurance Policy must include the following information:
 1. scope of Health Benefits, their financial ceiling, and Coverage Period;
 2. Health Service Provider Network;
 3. Co-insurance;
 4. procedure for settling financial claims relating to the Health Benefits provided to a Beneficiary;
 5. methods of submitting complaints, and settling disputes and damages arising out of breach of the Health Insurance Policy;
 6. rules for preserving and protecting the confidentiality of Beneficiary data and information;
 7. rules, standards, and procedures for handling and maintaining Health Insurance information and data; and
 8. any other information the DHA deems it important enough to include in the Health Insurance Policy.
- c. A Health Insurance Policy issued on the form approved by the DHA is the main reference in determining the rights and obligations of a Beneficiary, the entity responsible for enrolling Beneficiaries in Health Insurance, and other concerned parties.

Validity of the Health Insurance Policy
Article (17)

- a. A Health Insurance Policy expires on expiry of the Coverage Period stated on the document, death of the Beneficiary, or termination of his relationship with the entity responsible for enrolling him in Health Insurance for any legally valid reason.

- b. Without prejudice to the legislation in force in the Emirate, and notwithstanding paragraph (a) of this Article, the validity of the Health Insurance Policy of a Resident whose residence permit is cancelled will continue thereafter for the period determined by law.

**Non-compliance with the Health Insurance Policy
Article (18)**

Any person who violates the terms and conditions of the Health Insurance Policy, or provides incorrect information to obtain Health Benefits, must pay the total cost of health services provided to the Beneficiary as per rates approved by the DHA.

**Health Insurance Card
Article (19)**

The Coverage Provider will issue a Health Insurance Card to a Beneficiary. The resolutions issued pursuant to this Law will determine the conditions for issuing such card, the information that must be stated on it, and its method of use.

**Refund of the Cost of Health Benefits
Article (20)**

Without prejudice to his right to have recourse against the entity legally responsible for payment of the cost of Health Benefits, the Coverage Provider will bear the cost of the Health Benefits provided to a Beneficiary in accordance with the Health Insurance Policy.

**Settlement of Disputes
Article (21)**

The DHA may establish a system for the settlement of disputes arising out of Health Insurance, and may make it mandatory for Health Insurance parties, prior to recourse to the courts or arbitration.

**Fees
Article (22)**

In return for issuing Authorisations and providing services, the DHA will collect fees as prescribed in a resolution of the Chairman of the Executive Council.

Penalties
Article (23)

- a. Without prejudice to any stricter penalty stipulated in any other legislation, any person who violates this Law and the resolutions issued in pursuance hereof will be punished by a fine of not less than five hundred Dirhams (AED 500.00) and not more than one hundred and fifty thousand Dirhams (AED 150,000.00). Fines prescribed for the violations of this Law will be determined by a resolution of the Chairman of the Executive Council.
- b. The amount of the prescribed fine mentioned in paragraph (a) of this Article will be doubled upon repetition of the same violation within one (1) year from the date of the previous violation, provided that the amount of such fine does not exceed five hundred thousand Dirhams (AED 500,000.00).
- c. In addition to the penalty of a fine referred to in paragraph (a) of this Article, the DHA may take one or more of the following measures against the violator:
 1. notice;
 2. suspension of Health Insurance activities in the Emirate for no more than two (2) years; and/or
 3. revocation of Authorisation.
- d. The penalties and measures referred to in this Article will not, where appropriate, prejudice the civil or penal liability of the violator.
- e. The DHA may, where required, notify the licensing authority and the Concerned Entity of the violations of this Law and the resolutions issued in pursuance hereof, and of the penalties imposed on violators, to enable them to take the appropriate action in this respect.

Law Enforcement
Article (24)

DHA employees nominated pursuant to a resolution of the Director General, in coordination with the Director General of the Government of Dubai Legal Affairs Department, will have the capacity of law enforcement officers to record the acts committed in breach of the provisions of this Law and the resolutions issued in pursuance hereof, and may, in such capacity, issue the required violation reports and seek assistance from police personnel.

Grievance
Article (25)

Any affected party may submit a written grievance to the Director General against the decisions, measures, and procedures taken against him by the DHA under this Law and the resolutions issued in pursuance hereof, within thirty (30) days of being notified of the same. The grievance will be determined, within thirty (30) days from the date of its submission, by a committee formed by the Director General for this purpose. The decision issued in respect of the grievance will be final.

Payment of Fees and Fines
Article (26)

Fees and fines collected pursuant to this Law and the resolutions issued in pursuance hereof will be paid to the Public Treasury of the Government.

Compliance
Article (27)

- a. Subject to paragraph (b) of Article (7) of this Law, a Health Insurance Policy issued prior to the effective date of this Law will continue to be valid until its expiry date, or after the lapse of one year from such effective date, whichever is earlier. This period may be extended pursuant to a resolution of the DHA.
- b. All Employers and Sponsors must comply with this Law and the resolutions issued in pursuance hereof within one (1) year of being subject to this Law, failing which, the DHA may take the required action against them.

Issuing Permits and Visas
Article (28)

The DHA will coordinate with competent entities in charge of issuing and renewing permits and visas for entry into the UAE via the Emirate or for residing in the Emirate, in connection with the provision of Health Insurance Policies to those who have been issued a permit or visa.

Providing Support
Article (29)

All Concerned Entities in the Emirate must, each in its own jurisdiction, provide the necessary support to the DHA to enable it to perform the duties assigned to it under this Law and the resolutions issued in

pursuance hereof, and must take all necessary measures to implement the resolutions issued by the DHA under this Law.

**Issuing Implementing Resolutions
Article (30)**

The Chairman of the Executive Council will issue the resolutions required for the implementation of the provisions of this Law in cases where the DHA is not mandated to act.

**Repeals
Article (31)**

Any provision in any other legislation will be repealed to the extent that it contradicts the provisions of this Law.

**Publication and Commencement
Article (32)**

This Law will be published in the Official Gazette, and will come into force sixty (60) days from the day on which it is published.

**Mohammed bin Rashid Al Maktoum
Ruler of Dubai**

Issued in Dubai on 24 November 2013
Corresponding to 20 Muharram 1435 A.H.