

Health cover must to employ expatriates in Abu Dhabi



LEGAL VIEW
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Q: I work for an Abu Dhabi-based entity which has branches in Dubai and Ajman. My employment visa is issued from Abu Dhabi, and my health insurance coverage is limited within Abu Dhabi. I am currently working at the Dubai branch of my employer, and therefore, I had requested the company to provide an insurance policy that covers health costs in Dubai, to which they have not agreed. I want to know my rights for getting a health insurance in Dubai.

A: In view of your facts it may be noted that, in Abu Dhabi, employers and sponsors are responsible for providing health insurance coverage for their employees and their families (one spouse and three children under 18 years). The Health Authority Abu Dhabi (HAAD) is the regulator of the healthcare sector in Abu Dhabi. And the matters related to health insurance in Abu Dhabi are regulated by "Law No. (23) of 2005 and the executive regulations regarding the health insurance scheme for Abu Dhabi" (hereinafter called the 'Insurance Law').

Article 5 of the Insurance Law states: "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 in 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."

Further, under Schedule No. 1 of the Insurance Law, the 'Basic Health Care Services' that are covered under the Basic Health Insurance Policy are set forth. It may also be noted that the geographic coverage in respect of insurance policies, may extend to include other emirates as well, during medical emergencies.

Considering the provisions of the Insurance Law as stated above, you may approach the Human Resource Department of your employer and seek clarity on the geographic coverage of your health insurance policy as Dubai should be covered under the 'Basic Health Insurance Policy'.

In the event of any discrepancies/violations, you may approach the General Authority for Health Services in Abu Dhabi.



Know the law

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Cancellation of tenancy contract

Q: My tenancy contract in Dubai will expire by the end of March. On February 27, I had given a post-dated cheque to my landlord for renewing the contract. However, the next day, I received an email from my company that I may need to relocate to another country. On March 3, I informed the landlord about this and requested that he return my cheque as I did not want to renew the contract. He refused to do so. After a long discussion, he asked for proof that I had been asked to relocate. I showed him the email my company sent. The mail, however, did not specify the location or date of my proposed relocation. The landlord said they had already renewed my contract till March 31, 2020, based on the cheque I submitted. I don't want to renew my contract as my stay in the country is uncertain. What are my legal options? I am willing to extend the contract my two months or so, but my landlord is not agreeing to this either.



Know the law

Unless otherwise agreed by the parties, if either party to the tenancy contract wishes to amend any of its terms in

accordance with the law, that party must notify the other party of the same no less than 90 days prior to the date on which the contract expires

A: It may be noted that both owner and tenant may serve notice of 90 days to other party if one of the parties does not intend to renew the tenancy contract. This is in accordance with the provisions of Article 14 of Law No. 26 of 2007 as amended by the Law No. 33 of 2008 regulating the relationship between

the landlords and tenants in Dubai (the 'Rental Law'), which states:

"Unless otherwise agreed by the parties, if either party to the tenancy contract wishes to amend any of its terms in accordance with Article (13) of this Law, that party must notify the other party of the same no less than 90 days prior to the date on which the contract expires."

Further, it may also be noted that the period of a tenancy contract is also an essential condition in the agreement, and any amendment to this must also be registered with the Real Estate Regulatory Agency (as defined in the Rental Law). This is in accordance with the provisions of Article 4 of the Rental Law which reads as follows:

"Article (4)

1. The tenancy relationship between landlord and tenant shall be governed by a tenancy contract describing the property in detail, the purpose of the tenancy, period, rent and name of owner if the owner is not the landlord.

2. All properties subject to this law, or its amendments, are to be registered with the agency."

Pursuant to the above, it may be noted that your notice for amendment of the period of contract was not made on a prior notice of 90 days before the expiry of the tenancy contract. The landlord may, therefore, be within his rights to renew the contract on the same terms, upon receipt of the advance payment cheque against your rents.

As you were not able to reach an amicable agreement with your landlord regarding amending the tenancy contract in terms of its period and insofar as the landlord has renewed the contract for up to March 31, 2020, it may be noted that the agreement shall be effective till such time.

Further, you should check whether your tenancy contract has a provision for early termination which you may invoke to terminate your tenancy contract.

However, since you may have to relocate to a place outside UAE, paying an entire annual rent for a place not occupied by you, may be considered prejudicial to you. You may, therefore, consider approaching the Rental Disputes Center of the Land Department in Dubai, for an amicable settlement of the matter with your landlord.

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