



Always refer to fine-print of insurance policy documents



LEGAL VIEW
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I invited my wife's parents to Dubai on visit visa. During their stay here, her mother fell sick (cardiac arrest) and had to be taken to Emergency.

Since we had taken travel insurance (part of visit visa), we contacted the insurance agent for same and they asked me to contact the insurance provider.

I submitted all my claim details to them. They kept the claim on hold for a long time and finally rejected them all without mentioning a proper reason.

After repeated follow up, they told me that the claim is only for Emergency Room. The patient was, in fact, transferred to ICU from Emergency.

Anyway, so far the insurance provider has not approved a single dirham and is trying to delay/ignore my requests.

I seek your opinion on how to make them approve my claims.

It is understood that your wife's parents had come to Dubai on a visit visa and during their stay, your mother-in-law suffered a cardiac arrest, owing to which she had to be taken into the emergency room first and subsequently to an ICU. It is also understood that you had secured a travel insurance as part of the visit visa for your in-laws, but ever since the insurers have rejected your claims.

Pursuant to your queries, we are of the view that, you should first refer to the insurance policy documents which were provided to you by the insurance company. Further to this, we presume the emergence of three scenarios.

First, if the policy specifically

mentions that it will cover the costs for beneficiary's emergency care and treatment only and specifically rules out coverage for any ICU expenses, then the insurer shall be within its rights to deny you reimbursement on the medical expenses you have incurred.

Secondly, if the policy generally mentions that it will cover all kinds of medical expenses including emergency and or ICU expenses, then you should have a bonafide claim against the insurance company.

Thirdly, if the policy does not mention anything about the emergency treatment and or ICU treatment then you may seek to contest against the insurer with respect to your claims as any ambiguity in the policy document may work to your benefit.

Pursuant to the above scenarios, you may now refer to the fine-print of your policy documents. You may also consider taking the aid of a legal practitioner.

Stay on expired visa until final judgment

I am an Indian woman and I was employed with a private medical centre in Dubai as a gynaecologist for 11 years. At the end of October 2012, I was diagnosed with breast cancer and after taking prior approval from the management, I went to India for treatment. After my surgery, I came to Dubai in November, 2012, to vacate my flat. When I went to meet my management, I found that their attitude was entirely different. They refused to give me a sick leave and one month leave salary or even an advance on my salary. They said

they will give me Dh15,000 as a loan and asked me to come to the clinic. When I went there, I was asked to sign a document, which I didn't, as it was in Arabic and I felt something was fishy. To my shock, I found later that the document was a labour cancellation document. I was frail and weak after a major surgery and I didn't have enough recovery period. My sutures were removed on November 26 and I came to Dubai on November 28.

Since I had to go back within a month for my chemotherapy they asked me to appoint a lawyer for my labour dispute case. As I didn't have enough time to enquire, I went by my friend's advice and appointed a lawyer whom she knew after getting authorisation by the notary. Now the problem is, my visa expired on December 4 but my case is still going on as the clinic is delaying it purposely.

What should I do as I have to go to India for my follow-up and review with my consultant? I can come back only by the end of January even to take up a job here.

It is understood from your question that you had been working at a Dubai-based medical centre from the last 11 years, and had to go

back to India for medical treatment, once you were diagnosed with breast cancer. At the time you were leaving for India, your employer had fully approved your leave. However, after you returned to Dubai, you realised that your employer asked you to sign on the labour cancellation papers which were drafted in Arabic. Further to this, it is understood that you are now contesting the matter at the Labour Courts in Dubai.

Pursuant to your question, you may travel to India as you require a medical check-up.

Although your visa has expired, you may continue to stay in the UAE, without any penalties or fines imposed on you for over staying on an expired visa, as your labour dispute is presently sub judice, and owing to this you may continue to stay in the country until you receive the final judgment in the matter.

Subsequently, you may travel to India for your medical check-up as you have now engaged a lawyer to represent you in court who holds a power of attorney from you. Further, you may also hand over all other documentation to your lawyer, who will continue to proceed with your claim against your employer before the honourable court.

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