

Policy Terms and Conditions

I. The Cover

This Policy covers the **DMCC Entity's Employees** for financial losses arising from the failure of their **DMCC Entity** to fulfill the following obligations under the UAE Labour Law and DMCC Rules and Regulations, as amended from time to time:

1. to provide **End of Service Remuneration** to **DMCC Entity's Employees** under Article (132) of the **UAE Labour Law**;
2. to pay **DMCC Entity's Employees** unpaid and accrued salary;
3. to repatriate **DMCC Entity's Employees** under Article (131) of the **UAE Labour Law**;
4. in the event of death, the repatriation of **DMCC Entity's Employee's** mortal remains; and
5. treatment costs in the event of work-related injuries and diseases.

This Policy **Certificate(s) of Insurance** provide evidence of the insurance the **DMCC Entity** has obtained to his **DMCC Entity's Employees**.

II. Definitions

Throughout this Policy, **We, Us** and **Our** refers to **Dubai Insurance Co.** In addition, when in **bold** certain words and phrases are defined as follows:

1. **Administrator** means the relevant department at **Dubai Insurance Co.** who can be contacted for clarifications or questions regarding this Policy. The **Administrator** can be reached by phone at +971.4.269.3030 or mail at PO Box 3027, Dubai, UAE. The **Administrator** shall represent the Insurer in respect of implementation of this Policy.
2. **AED** means the official currency of the United Arab Emirates in Dirhams.
3. **Certificate of Insurance** means the document identified by the **DMCC Entity's Employee's** work permit number and issued by **Dubai Insurance Co.** as a proof of cover for the **DMCC Entity's Employee** and summarizing key aspects and conditions of the insurance Policy.

4. **Claims** means the amount of money paid by DIC directly to the **DMCC Entity's Employee**, or to **the Policy Holder** or to the Court or any other party as per Court Order, as instructed by **the Policy Holder**.
5. **Complaints** means a complaint filed by the **DMCC Entity's Employee** towards its **DMCC Entity** before **the Policy Holder** or any competent court for a Default by the **DMCC Entity** of its obligations.
6. **Court** means any competent court in UAE having jurisdiction over any dispute arising between the **DMCC Entity's Employee** and the **DMCC Entity** and having the power to order to pay the required coverage to the **DMCC Entity's Employee** as set forth in the Insurance Policy.
7. **Court Order** means the decision made by the implementation department of the court who issued the final and unappealable judgment on labor disputes arising between the **DMCC Entity** and **DMCC Entity's Employee**.
8. **Country of Origin** means the country that issued an **DMCC Entity's Employee's** valid passport.
9. **Coverage Period** means the duration of the valid residency visa plus 60 days for Sponsored Employees and valid Work Permit Card for Non-Sponsored employees plus 60 days with a maximum of 38 months for all Employees with Work Permit Cards and/or residency visas issued and/or renewed and/or adjusted during the Policy Period, inception date being the start of the residency visa and/or Work Permit Card, as applicable.
10. **DMCC Disputes Centre** means DMCC Disputes Centre which offers a mediation service to DMCC Entity and DMCC Entity's Employees in respect of workplace related disputes.
11. **DMCC Entity** means a company or a branch registered under DMCC Rules and Regulations (which, for the avoidance of doubt, includes a Branch) and is subject to the UAE Labour Law and its executive resolutions.
12. **DMCC Entity's Employees** means every individual working in return for a **Salary** of any kind whatsoever for the **DMCC Entity** and under the management and supervision thereof, even if out of sight. The term shall also include **DMCC Entity's Employees** working for the **DMCC Entity** and subject to the provisions of the **UAE Labour Law** and the **DMCC Rules and Regulations**, and who was issued a Certificate of Insurance identified by his/her work permit number.

- 13. Employment Contract** means an agreement with determined or undetermined term concluded between the **DMCC Entity** and the **DMCC Entity's Employee**, whereby the latter commits to working for the **DMCC Entity** and under the management and supervision thereof in return for a **Salary** whose payment is committed by the **DMCC Entity**.
- 14. End of Service** means an end of service gratuity calculated and payable pursuant to the **UAE Labour Law** and its executive resolutions.
- 15. Insurance Program** means the program designed and managed by DIC to insure the DMCC Entity's Employees registered with the Policy Holder.
- 16. DMCC Rules and Regulations** means any rules and regulations applied in the DMCC Free Zone and as amended from time to time.
- 17. Non-Sponsored Employee** means an employee who has been issued a non-sponsored (non-residency) employment contract by the DMCC Entity.
- 18. Policy** means this Policy that is issued to DMCC for and behalf of DMCC Entity's Employees registered with the Policy Holder.
- 19. Return Costs** means the return costs (economy class or any other class set forth in the **Employment Contract**) to country of origin of the **DMCC Entity's Employee** who is seconded from his/her homeland or any other destination specified in the **Employment Contract**; this cost includes the return ticket for the **DMCC Entity's Employee** (as specified in the **Employment Contract**). It could also include the repatriation of the mortal remains of the **DMCC Entity's Employee** while employed by the **DMCC Entity**.
- 20. Salary** means the basic salary which is given to the **DMCC Entity's Employee** in return for his service by virtue of an **Employment Contract**, whether in cash or in kind, on a yearly, weekly, daily, hourly, piece basis or in accordance with the production or on a commission basis. The **Salary** shall include the cost-of-living allowance and every grant conferred upon the **DMCC Entity's Employee** in recognition of his honesty or efficiency should such sums be set out in the **Employment Contracts** or the by-law of the **Employer** or be customarily granted so as to deem such grants as part of the **Salary** and not a donation. It means and includes all overtime hours and weekly days off and the days of public holidays accrued annual leaves subject to articles 65 to 90 in Chapter No. (2) of the UAE Labour Law and its executive resolutions.

- 21. Sponsored Employee** means an employee who has been issued a valid residency visa sponsored by the DMCC Entity.
- 22. UAE Civil Transactions Law** means the Federal Law No (5) of 1985 on the Civil Transactions Law of the United Arab Emirates and its executive regulations, as many be amended from time to time.
- 23. UAE Labor Law** means the Federal Law No (8) of 1980 concerning the Regulation of Labour Relations in the United Arab Emirates and its executive regulations as may be amended from time to time.
- 24. Visa Stamping Date** means the date of residence permit stamping process is completed (which includes Emirates ID process & medical) and residence permit sticker pasted in the passport.

III. Insuring Agreement

Subject to the **Coverage Limit** per **DMCC Entity's Employee** as stated in the Policy Schedule (Declarations), the eligibility criteria and exclusions stated below as well as all other terms and conditions of this Policy, **Dubai Insurance Co.** will pay for each **DMCC Entity's Employee** within/up to the limits mentioned in this Policy the claim amounts upon a valid **Court Order**.

IV. Eligibility Criteria

The **DMCC Entity's Employee** is only covered under this Policy if the **DMCC Entity's Employee** has a valid Work Permit Card and/or residency visa issued by the Policy Holder during the **Policy Period**, and;

During the twelve (12) months immediately prior to the **Effective Date**, neither (or both) the **DMCC Entity's Employee** nor the DMCC Entity's must have had any prior knowledge or information about anything that could result in a Claim under this Policy.

V. Exclusions:

Dubai Insurance Co. shall have no liability under this Policy in the event of any of the following:

1. The liability of the **DMCC Entity** arises after the expiration of the **Coverage Period**.
2. The **DMCC Entity's Employee** takes up employment elsewhere in the UAE, in which case repatriation expenses shall not be paid.

3. Any direct action by the UAE government resulting in the **DMCC Entity's** nationalization, seizure or insolvency of the **DMCC Entity**.
4. The liability of the **DMCC Entity** arises from war, declared or undeclared, terrorism, riot, insurrection, rebellion, revolution or military or usurped power, invasion, act of foreign enemy, acts of God, nuclear risks, energy risks, hostilities, civil war, rebellion, or civil commotion.
5. Losses emanating from nuclear explosion, radiation, contamination and any other consequential losses occurring on nuclear power station or nuclear plant contracts.
6. The liability of the **DMCC Entity** takes place prior to the Policy Effective Date of the **Coverage Period**.
7. Any of the risks when such risk is covered by any other insurance, except in excess of that insurance after that claim is settled under the other insurance(s).
8. Complaints to the **Policy Holders** involving **Claims** which are filed by the **DMCC Entity's Employee** after ninety (90) days of the first day (1st) from when DMCC Entity's Employee is supposed to be aware of the Default by the **DMCC Entity** of its obligation to the **DMCC Entity's Employee**, unless the Policy Holder finds that the delay in notification of the Default can be reasonably justified. This exclusion applies to the Insurance Programme without prejudice Article No. 1028 of the **UAE Civil Transactions Law** as necessary.

VI. How to File a Complaint:

1. Claim must be filed by **DMCC Entity's Employee** to file a complaint with the DMCC Disputes Centre within ninety (90) days from the first time the DMCC Entity's Employee is deemed to have been made aware of the Default by the **DMCC Entity** to its obligation towards the **DMCC Entity's Employee**. The insurance coverage will not be applicable for any complaint reported after this deadline, except if the Policy Holder finds the delay in notification reasonably justified. The instruction to follow is in accordance with Article No. 1028 of the **UAE Civil Transactions Law**.
2. The **Policy Holder** will then conduct a mediation in **DMCC Disputes Centre** and if the **DMCC Entity** and **DMCC Entity's Employee** agree and sign the mediation agreement but **DMCC Entity** is unable to pay the agreed Worker's dues at the time of signing of the mediation agreement, DIC will pay as per the terms of this **Policy**. If the DMCC Entity and DMCC Entity's Employee do not agree on the terms of mediation, the Policy Holder will refer the DMCC Entity's Employee to Court.
3. Upon the Court issuing its final decision, the **Court Order** shall be submitted to **DIC** by the **Policy Holder**. The Claim payment will be made by **DIC** to (a) the **Policy Holder**; or (b) the **DMCC Entity's Employee**; or (c) the Court.
4. If the payment has been ordered by **Court Order**, a copy of the **Court Order** and supporting material shall be provided to the **Administrator** at **Dubai Insurance Co.** with a Claim request to pay to the **Policy Holder** where the complaint was first filed.

5. **Payment of Claim:** **Dubai Insurance Co.** will pay the Claim not later than the fifth (5th) business day following receipt of the instructions from the **Policy Holder** to **Dubai Insurance Co.** to pay the Claim.
6. No person or entity other than the claiming **DMCC Entity's Employee** shall have any legal or equitable right, remedy or claim of insurance proceeds and/or damages under or arising out of this **Policy**, except in the event of death or mental and physical incapacity of the **DMCC Entity's Employee** when such rights shall accrue to the benefit of the **DMCC Entity's Employee's** legal heir(s) or a trustee as appointed by law.

VII. General Conditions:

1. **Conformity to Law:** Any provision of this Policy which, on the **Policy Effective Date**, is in conflict with the laws applicable in Dubai is amended to conform to the laws.
2. **Misrepresentation, Fraud and Right to Rescind:** This Policy will exclude coverage for any **DMCC Entity's Employee** who has concealed or misrepresented any material fact or circumstance concerning the evidence of the **DMCC Entity** liability or claim for coverage under this Policy and determined to be so by law. If the **DMCC Entity's Employee** was not entitled to have received claim payment, then **Dubai Insurance Co.** shall be entitled to recover from the **DMCC Entity's Employee** the amount paid. This condition remains subject to Article No. 1033 of **UAE Civil Transactions Law**.
3. **Right of Recourse:** **Dubai Insurance Co.** also has the right to recover any paid claim amounts from the defaulting **DMCC Entity** by all contractual and legal means. In the event of the **DMCC Entity's** insolvency, **Dubai Insurance Co.** would seek to recover from the liquidators.
4. **Recourse:** All legal actions against **Dubai Insurance Co.** must be initiated within the timeline defined by Article No. 1036 of the **UAE Civil Transactions Law**.
5. **Jurisdiction and Governing Law:** The competent courts of Dubai shall have jurisdiction over any disputes arising from the execution of this Insurance Policy and laws as applicable in the Emirate of Dubai, United Arab Emirates shall be applicable. An English copy of this Insurance Policy shall prevail if there is any contradiction with a copy in any other language.

VIII. Additional Conditions:

1. The **DMCC Entity's Employee** may not assign or transfer this protection at any time to any other company or any other institution. The Coverage is intended solely for the **DMCC Entity's Employee's** benefit. Nothing in this Policy shall be construed to create, or give rise to, any rights against **Dubai Insurance Co.** or any **Insurance Pool** members for any third party.
2. The coverage for an **DMCC Entity's Employee** will not be affected by any change in legal status or form of the **DMCC Entity** and the **DMCC Entity's Employee's** rights, if any, will be subject to Article No. 126 of the **UAE Labour Law** and its executive resolutions.
3. The **DMCC Entity's Employee** who has a valid Work Permit Card and/or residency Visa issued prior to the **Policy Inception Date** but applied for and approved post **Policy Inception Date** will have coverage no earlier than the **Policy Inception Date**, in which case the **Coverage Period** will expire on the Work Permit Card and/or residency visa expiry date plus sixty (60) days.



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