



Involuntary Loss of Employment Policy Part I - Policy Terms and Conditions

I. Definitions

The following terms shall have the meanings ascribed thereto, unless the context indicates otherwise:

Insured/ Beneficiary: The **Worker/Employee** who works in the **Privat Sector** in the Country or the **Federal Government Sector** and is eligible for the **Claim Settlement/Payment** in accordance with the provisions of the Decree-Law and the Cabinet Resolutions regulating the **Unemployment Insurance** Scheme and the conditions within this **Policy**.

Insurer: Dubai Insurance Company in addition to the members of the **Insurance Pool** listed in the **Policy Schedule**.

Insurance Certificate: The document issued to the covered **Worker/ Employee** that confirms the **Insurance Coverage** and summarizes the main terms and conditions of the **Insurance Policy** for example the Certificate number and the Unified Identity (UID) number.

Eligibility Conditions/ Criteria: The conditions that must be met for the **Worker/ Employee** to be eligible for the **Insurance Coverage** stipulated under this **Insurance Policy**.

Subscription and Premium Collection Channels: The methods made available by the **Insurer** and approved by the **Ministry of Human Resources and Emiratisation (MOHRE)** for the subscription and **Premium** collection

Insurance Premium: The amount payable by the **Insured** to the **Insurer** in consideration of the **Insurance Coverage** and paid in accordance with the payment plan agreed upon and specified in the **Policy Schedule**.

Policy Period/ Insurance Certificate Period: A period of no less than twelve (12) months that starts from the **Policy / Insurance Certificate Inception Date** and ends with the **Policy / Insurance Certificate Expiry Date** and is automatically renewed for the duration of the **Worker/Employee's** service period in the Country provided that the **Insured** is compliant with the subscription and **Insurance Premium** settlement in accordance with the terms and conditions approved by the **Ministry**.

Unemployment: The loss of work due to the termination of the service of the **Insured** with the **Employer** in accordance with the provisions of the Decree-Law and the Cabinet Resolutions regulating the **Unemployment Insurance** Scheme.

Unemployment date: The date of unemployment resulting from the termination of the service of the **Insured** with his **Employer** in accordance with the provisions of the Decree-Law and the Cabinet Resolutions regulating the **Unemployment Insurance** Scheme.

Claim: The application made by the **Insured** to receive the benefit amount in case of **Unemployment**.

Claim(s) Settlement/Payment: Payment of the benefit that the **Insured** is eligible for in case of **Unemployment** in accordance with the provisions of the Decree-Law and the Cabinet Resolutions regulating the **Unemployment Insurance** Scheme and the **Insurance Policy**.

Administrator: The relevant department at **Dubai Insurance Co.** that can be contacted for clarifications or questions regarding this Policy.

The **Administrator** can be reached by phone at **600599555** or mail at PO Box 3027, Dubai, UAE, or Email: **ILOEHELP@ILOE.AE**
The Administrator shall represent the Subscribing Insurers in respect of implementation of this **Policy**.

II. Insurance Coverage Preamble

This **Policy** was issued pursuant to Decree-Law No. 13 of 2022 regarding **Unemployment Insurance** and Cabinet Resolution No. 97 of 202 regarding the mechanisms and controls for implementing **Unemployment Insurance** and is subject to all terms and conditions contained therein.



Whereas the **Insured** has submitted to the **Insurer** an application for **Unemployment Insurance**, and in return for the **Insurance Premium** paid or committed to be paid by the **Insured** the **Insurer** agrees to compensate the **Insured** against **Unemployment** during the term of the **Insurance Certificate** issued under this **Policy**.

Without prejudice to the **Eligibility Criteria** and **Exclusions** stipulated hereinbelow, the **Insurer** shall compensate the **Insured** for the **Claim** by paying the benefit amount stated in the **Policy Schedule**.

If the terms and conditions of the **Insurance Policy** are met, the **Insured** becomes entitled to the **Insurance Coverage** stipulated in this **Policy** after twelve (12) months have passed from the date of the subscription provided that there is no interruption of subscription for more than three months. The **Insurer's** obligation to provide **Insurance Coverage** ends if any of the following are met:

1. Reaching the **Maximum Aggregate Limit** (during the **Insurance Certificate/s Period** over the entire work life of the **Insured** in the United Arab Emirates).
2. In the event of the death of the **Insured**, the **Insurance Coverage** ends on the date of death.

III. **Insurance Premium Settlement**

1. Where it has been agreed to pay the **Insurance Premium** in specific payments linked to a time schedule (monthly, quarterly, semi-annually, or annually), the **Insured** shall be obligated to pay the due payments according to the agreed time schedule and within a maximum of 90 days from the payment due date. The **Insurance Certificate** shall be considered cancelled if the **Insured** fails to make any payment for more than 90 days from its due date. The **Insured** shall also bear all fines and penalties according to the legislation in force; and shall in this case be deemed to have an interruption of the subscription.
2. The **Insured** shall not be obligated to pay the remainder of the **Insurance Premium** for the **Insurance Certificate Period** in the event of cancelling the **Insurance Certificate** and re-subscribing after cancellation, with the exception of the amounts due for the period of non-payment prior to the cancellation of the **Insurance Certificate**.
3. The insured is not obligated to pay the **Insurance Premium** following the end of the **Claim Payment** in the event of the termination of the labour relationship.
4. No part of the paid **Insurance Premium** will be refunded in the event of cancellation of the **Insurance Certificate**.
5. In the event that an abscondment complaint is invalidated by the resumption of the labour relationship or the cancellation of the work permit, the **Insured** is obligated to pay the overdue **Insurance Premium** within a maximum period of three months.
6. The **Insured** whose labour complaint was referred to the judiciary is obligated to continue to pay the **Insurance Premium** as long as the work permit is valid.
7. In the event of a change in the **Worker's Basic Wage/ Salary** as documented in the work contract (increase), the **Insured**, upon his request, pays the increase in the **Insurance Premium** applicable to previous and the subsequent payments, provided that the **Insurance Certificate Period** remains unchanged.

IV. **Insurance Premium Payment Options & Subscription/ Premium Collection Channels**

1- Insurance Pool Website and smart application	5- Banks and Banking Applications
2- Kiosks and ATMs	6- Telecom Companies Bill (DU and Etisalat)
3- Businessmen Service Centers	7- SMS
4- Exchange Companies	8- Any other channel agreed between the Ministry and the Insurance Pool

Premium Payment Options

- o Monthly payment basis
- o Quarterly payment basis
- o Semi-annual payment basis
- o Annual payment basis



V. Coverage Limits

1. **Maximum Monthly Limit: 60%** of **Basic Salary/Wage** (calculated based on the average **Basic Salary/Wage** of the last 6 months prior to **Unemployment**) and for a maximum of three (3) months per **Claim** from the date of **Unemployment**, whereby the **Maximum Monthly Limit** does not exceed **AED 10,000** and **AED 20,000** for the first and second categories respectively.
2. The **Worker** whose remuneration is on commission basis may choose the subscription category if the **Basic Salary/Wage** is unspecified in the labour offer and contract.
3. The maximum benefit for any one **Claim** is three (3) months. The aggregate **Claim** shall not exceed 12 months over the entire service period of the **Insured** in the Country.
4. In the event that the **Insured** exhausts the **Maximum Claim Limit** determined to be three (3) months during the **Insurance Certificate Period**, whether through one or several **Claims**, the **Insurance Certificate** shall be considered cancelled.
5. In the event that the **Insured** exhausts the **Maximum Claim Limit** during the **Insurance Certificate Period**, then the **Insured** shall be obligated to subscribe for a period of twelve (12) consecutive months before submitting a new **Claim**. Such condition shall not apply in case the **Insured** has received a benefit less than the **Maximum Claim Limit** (i.e., 3 months).

VI. Eligibility Conditions/ Eligibility Criteria

Subject to the **Coverage Limits** for each covered **Worker/ Employee**, the **Eligibility Criteria and the Exclusions** set forth hereinbelow, as well as the other terms and conditions stipulated in this **Policy, Dubai Insurance Company** shall pay for its own and on behalf of all the insurance companies that are members of the **Insurance Pool**, within the **Coverage Limits** mentioned in this **Policy**, for each covered **Worker/ Employee** the **Claim** based on an application submitted by the **Insured** after the full fulfilment of the following **Eligibility Criteria** to be eligible for the **Insurance Coverage** stipulated under this **Policy**:

1. The subscription period of the **Insured** to the **Unemployment Insurance** scheme shall not be less than twelve (12) consecutive months, provided that there is no interruption in subscription for more than three consecutive months.
2. The **Insured's** compliance with the payment of the **Insurance Premium** according to the agreed payment plan.
3. The **Insured** to prove that the **Unemployment** is for a reason other than resignation.
4. The **Insured** has not been dismissed from his work for disciplinary reasons in accordance with the provisions of the legislation in force regulating Labour Relations in the Private Sector and Human Resources in the Federal Government.
5. Submitting the **Claim** within thirty (30) days from the date of the termination of the labour relationship or the settlement of the labour complaint referred to the judiciary.
6. The **Insured Worker** should not have an existing complaint concerning his abscondment.
7. The **Claim** is not based on fraud or deception, or it becomes clear that the **Employer** of the **Insured** is a fictitious entity.
8. The loss of work is not due to non-peaceful "labour strikes or stoppages", whether it resulted in damage or not.
9. The **Insured** must be legally resident in the Country.
10. The loss of work is not based on the Country's declaration of any of the following:
 - a. as a result of war, declared or undeclared, riot, insurrection, rebellion, revolution or military or usurped power, invasion, act of foreign enemy, hostilities, civil war, or civil commotion.
 - b. as a result of a discharge of pollutants or a nuclear occurrence, or the radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment.
 - c. directly or indirectly caused by or contributed to by or arising from biological or chemical contamination due to or arising from terrorism.
 - d. as a result of a direct action by the government of the United Arab Emirates that led to the expropriation, nationalization of the **Employer** or the seizure or confiscation of the **Employer's** assets leading to insolvency.

VII. Claims Conditions:

Submission of Claims

1. The **Insured** shall fill out the **Claim** form and submit it to the **Administrator** within thirty (30) days from the date of termination of the labour relationship through the **Channels** approved by the **Ministry of Human Resources and Emiratisation** and set out in the **Policy Schedule**.
2. The **Insured** must attach the supporting documents:
 - The dismissal document indicating the date and reason for **Unemployment**.
 - An undertaking to provide a copy of the final judicial ruling in the event of a labour lawsuit between the **Worker** and the **Employer**.



- Any supporting documents that the **Insurer** may request in agreement with the **Ministry of Human Resources and Emiratisation** limited to the case of the **Worker** claiming that the data included in the application are incorrect (cancellation of the work permit, administrative cancellation complaint, complaints of cancellation of the work abscondment complaint, or the labour complaint referred to the judiciary, and the **Insurer** may request the final judicial ruling in labour lawsuits), or any other cases decided by the **Ministry**.
- 3. **Dubai Insurance Company** shall pay for its own and on behalf of the insurance companies that are members of the **Insurance Pool** no later than two weeks from the date of receiving the **Claim** per documents that comply with the established **Eligibility Criteria**, provided that the **Insurer** transfers the **Claim Payment** to the account of the **Insured** as determined by the **Insured**.

VIII. **General Conditions:**

- a. The **Insured** may not assign or transfer this protection at any time to any individual, other company and/or any other institution. The **Insurance Coverage** is intended solely for the covered **Worker's** benefit. Nothing in this **Policy** shall be construed to create or give rise to any rights against **Dubai Insurance Company** or any member of the **Insurance Pool** against a/any third party.
- b. **Misrepresentation, Fraud and the Right to Rescind**
This **Policy** excludes compensation of the covered **Worker** in the event that the **Worker** conceals or misrepresents any material fact or circumstance in relation to the termination of the labour relationship by dismissal, or if the worker's responsibility to terminate the labour relationship is proven in court; in this case the **Insured** has the right to cancel the **Insurance Certificate**.
In the event that the **Worker** is not eligible to the **Claim** and the **Claim Settlement** has already been paid to him, then **Dubai Insurance Company** has the right, for its own and on behalf of the insurance companies that are members of the **Insurance Pool**, to recover from the **Worker** the full amount paid, which he was not eligible to collect. This condition is subject to the Article No. (1033) of Law No. (5) of 1985 of the Civil Transactions Law in the United Arab Emirates, which stipulates that "if fraud or bad faith is absent, the **Insurer**, upon requesting the termination, must refund to the **Insured** the premiums paid or the part of the premium for which the Insurer did not bear any risk."
- c. **Competent Courts and Applicable Laws:** The courts of the United Arab Emirates are the competent courts to decide on any dispute arising from the implementation of this **Policy**. The **Policy** is subject to the laws and legislation in force within the United Arab Emirates. The adopted version is based on the Arabic language.

IX. **Complaints:**

- a. In the event of a complaint regarding the implementation of the **Policy**, the **Insured** may take the complaint directly to the **Insurer** to carry out the latter's duty, provided that the response takes place within five working days from the date of submitting the complaint to the **Insurer** in accordance with the provisions of the **Policy**. Furthermore, after the expiry of that period the **Insured** has the right to file a complaint with the Central Bank of the United Arab Emirates.
- b. The Central Bank of the United Arab Emirates shall apply the legal procedures in the event that the **Insurer** breaches his obligations towards the **Insured**. The application of these measures shall not prejudice the right of the **Insured** to take legal action against the **Insurer**.

**Master Policy Number:**

Part II
Policy Schedule

This Master Policy is issued in accordance with the Master Service Agreement between the Ministry of Human Resources and Emiratisation/ the Government of the United Arab Emirates, and the Insurer hereon, in respect of coverage for the Insured Workers as set out hereunder and as per the applicable laws and regulations governing the issuance of this insurance.

Policy Holder:**Insured/Beneficiary**

Name:

Address:

Insurer

Dubai Insurance Co. psc as the Pool Manager and a Pool Member in addition to the members of the Insurance Pool:
 Abu Dhabi National Takaful Insurance Company
 Abu Dhabi National Insurance Company
 Al Ain Ahlia Insurance Company
 Emirates Insurance Company
 National General Insurance Company
 Orient Insurance Company
 Orient Takaful Insurance Company
 Oman Insurance Company

Policy Period/ Certificate Period:**Inception Date:** xx/xx/xxxx**Expiry Date:** 12months after the Inception Date**Subscription Period and Insurance Premium:**

12 months starting from the Insurance Certificate inception date.

Insurance Premium:Based on the **Basic Salary/Wage** of Insured Employee/Worker**Insurance Premium** is subject to VAT if applicable**Monthly Insurance Premium Installment (AED)**o **First Category:** 5 AED per month if the **Basic Salary/Wage** is **16,000 AED** or lesso **Second Category:** 10 AED per month if the **Basic Salary/Wage** is greater than **16,000 AED****Limits of coverage:**

Provided that the benefit shall not exceed AED 10,000 (ten thousand dirhams) monthly for the first category, and no more than AED 20,000) (twenty thousand dirhams) monthly for the second category, and a maximum of three months per claim, the aggregate claim shall not exceed twelve (12) months throughout the Insured's entire service period in the UAE labour market.

Claims Channels

- Insurance Pool Website
- Insurance Pool Smart application
- The call centre of the Insurance Pool



- Any other channel agreed between the Ministry and the Insurance Pool

The Policy is issued in Arabic and several other languages; In case of disagreement, the Arabic version shall prevail.

The policy is signed and delivered to the Policyholder as a binding contract by all Insurance Companies that are members of the Insurance Pool.

**Dubai Insurance Company
On behalf of the Insurance Pool**