

Date: 20/05/2026
Reference: GC 05-2026

التاريخ: 20/05/2026
الرقم المرجعي: GC 05-2026

External Circular

تعميم خارجي

الموضوع - الدليل الإرشادي الخاص بوسطاء التأمين
Subject – Broker Guidelines Manual

To: All parties of the health insurance system in the Emirate of Dubai, particularly the Insurance Brokers/Intermediaries permitted Dubai Health Authority.

إلى : جميع أطراف منظومة الضمان الصحي في إمارة دبي وتحديداً وسطاء التأمين المصرح لهم من هيئة الصحة في دبي.

Dubai Health Authority extends its sincere thanks and appreciation to all its strategic partners in the field of health care and the health insurance system for their contribution and efforts in providing better health care to members of the community.

تتقدم هيئة الصحة في دبي بخالص الشكر والتقدير لجميع شركائها الاستراتيجيين في مجال الرعاية الصحية والضمان الصحي لمساهماتهم وجهودهم المبذولة في توفير رعاية صحية أفضل لأفراد المجتمع.

Based on the mandate of the Dubai Health Authority and its commitment towards sharing new updates in the health insurance ecosystem in the Emirate of Dubai, DHA is introducing the attached "**Broker Guidelines Manual**".

استناداً إلى مهام وصلاحيات هيئة الصحة في دبي، والتزاماً منها بتزويد أطراف منظومة الضمان الصحي بكافة المستجدات المتعلقة بمنظومة الضمان الصحي، نحيطكم علماً بأنه تم إصدار "الدليل الإرشادي الخاص بوسطاء التأمين" المرفق.

The Manual, being issued following structured market consultations and stakeholder engagements, sets out mandatory and enforceable requirements governing the roles, responsibilities, operational conduct, and compliance obligations of insurance brokers. It aims to strengthen market governance, enhance member experience, and promote efficient and transparent interactions among brokers, insurers, and other insurance stakeholders.

يحدد الدليل، الذي تم إصداره بعد مشاورة ومشاركة أطراف منظومة الضمان الصحي، متطلبات إلزامية وقابلة للتنفيذ تحكم أدوار ومسؤوليات وسلوكيات التشغيل والتزامات الامتثال الخاصة بوسطاء التأمين، يهدف إلى تعزيز حوكمة السوق، وتحسين تجربة الأعضاء، وتشجيع التفاعلات الفعالة والشفافة بين الوسطاء وشركات التأمين وغيرهم من المعنيين في منظومة الضمان الصحي.

The Manual shall enter into force on 1 January 2027. All concerned parties are required to complete all actions necessary to achieve full compliance, including, without limitation, the execution, review, amendment, and alignment of all broker agreements and Terms of Business Agreements (TOBAs) in strict accordance with the provisions of this Manual.

This circular is effective as of the date of its publication; all stakeholders must abide by its content and appendix to avoid violations and legal accountability.

This circular is designed for regulatory procedures that must be adhered to by those concerned and should not be used as content for media publication. In the event of a violation of this, legal action will be taken.

For more information, kindly send an email to

Email address: dhic_payerdata@dha.gov.ae

With Regards- DHA

كما نحيطكم علماً بأنه سيتم تفعيل أحكام الدليل المرفق اعتباراً من تاريخ 1 يناير 2027، مما يستوجب معه اتخاذ اللازم من قبل جميع المعنيين المخاطبين بموجب هذا التعميم نحو استيفاء واستكمال كافة الإجراءات والمتطلبات اللازمة لتحقيق الامتثال الكامل ومن ذلك على سبيل المثال لا الحصر إبرام ومراجعة وتعديل ومواءمة جميع اتفاقيات الوساطة وشروط اتفاقيات العمل (TOBAs) بما يتوافق تماماً مع أحكام هذا الدليل.

يُعمل بهذا التعميم اعتباراً من تاريخ صدوره، وعلى جميع المخاطبين به، الاطلاع والتقيد التام بما ورد فيه ومرفقاته من أحكام تفادياً لأية مساءلة قانونية وفق التشريعات السارية بهذا الشأن.

هذا التعميم للإجراءات التنظيمية الواجب التقيد بها من قبل المعنيين، وغير مخصص كمحتوى للنشر الإعلامي، وفي حال تم مخالفة ذلك سيتم اتخاذ الإجراءات القانونية مباشرة.

للمزيد من المعلومات، يرجى التواصل عبر البريد

الإلكتروني : dhic_payerdata@dha.gov.ae

مع تحيات - هيئة الصحة في دبي

*ملاحظة: في حال كان هناك أي اختلاف بين النص العربي والنص الإنجليزي من التعميم، يعتد بالنص العربي

*Note: Should any discrepancy arise between the Arabic and English texts in this circular, the Arabic text shall prevail

- Electronic copy is controlled under document control procedure. Hard copy is uncontrolled & under responsibility of beholder. - It is allowed ONLY to access and keep this document with who issued, who is responsible and to whom it is applicable. - Information security code: ☐ Open ☐ Shared -Confidential ☒ Shared-Sensitive ☐ Shared-Secret	- النسخة الإلكترونية هي النسخة المضبوطة وفق إجراء ضبط الوثائق. النسخ الورقية غير مضبوطة وتقع على مسؤولية حاملها. - يسمح بالوصول والاحتفاظ بهذه الوثيقة مع مصدرها أو مع المسؤول عن تطبيقها أو مع المطبق عليهم. - تصنيف امن المعلومات: ☐ بيانات مفتوحة ☐ مشارك -خاص ☒ مشارك -حساس ☐ مشارك -سري
--	---

DHIC Instructions for the issuance of Permit to Health Insurance Brokers/Intermediaries and Regulation and Control of their Business in the Emirate of Dubai

Mandatory Health Insurance Brokers / Intermediaries

Guidelines

Version (1)

Health Economics and Insurance Policies Department

Dubai Health Insurance Corporation

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	1

Table of Contents

01. Acknowledgment.....	06
02. Introduction.....	07
03. Purpose.....	07
04. Abbreviations and Acronyms	10
05. Applicability.....	11
06. Definitions.....	12
07. Scope.....	15
08. Regulations	17
09. Code of Conduct.....	21
10. Standards of Conduct in Client Relations.....	22
11. Core values in Client Engagement.....	23
12. Standards of furnishing information.....	25
13. Standards in relation to explanation of insurance contract.....	26
14. Standards in relation to renewal of policies.....	27
15. Standards in relation to claim by client.....	28
16. Standards in relation to receipt of client complaints.....	29
17. Standards in relation to documentation.....	30
18. Standards in matters relating to advertising.....	31
19. Standards in matters relating to training.....	32
20. Standards in matters relating to receipt of remuneration.....	33
21. General Provisions.....	35
22. Rights of the Insurance Brokers.....	37

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	2

23. Obligation of the Insurance Broker (Internal Bylaws of Insurance Brokers)	38
24. Branches of the Intermediaries.....	41
25. Financial Accounting Records for Insurance Brokers.....	43
26. Information & Education.....	45
27. Classes of Insurance Commission.....	46
28. Introduction of Standardized Terms of Business Agreement (TOBA).....	48
29. Compliance Framework.....	49
30 Risk Governance Framework.....	50
31. Business Continuity Plan.....	51
32. Key Performance Indicators.....	53
33. KPI Based Insurance Broker Quality Assessment & Classification Framework.....	55
34. Broker Performance Tier System.....	57
35. Emiratization Strategies.....	58
36. Permit Requirement.....	58
37. Consideration of Permit Issuance.....	59
38. Furnishing information, Clarification and Personal Representation.....	60
39. Payment of Fees and Consequences of Non-Payment.....	61
40. Term and Renewal of the Permit.....	61
41. Procedure for Non-Issuance of Permit Renewal.....	61
42. Qualification of Senior Management & Specialized Employees.....	62
43. Operations Manual.....	62
44. Reporting Requirement to DHIC.....	65
45. Data Protection.....	66

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	3

46. Complaints Handling.....	68
47. Fraud, Waste, and Abuse Prevention.....	69
48. Training & Competence.....	70
49. Communication.....	76
50. Commitment to Regulatory Compliance.....	76
51. Document and Process Management.....	77
52. Violations and Disciplinary Actions.....	78
53. Suspension or Revocation of Insurance Broker Permit/Registration.....	79
54. Suspension/Revocation Without Prior Notice.....	81
55. Amalgamation, Merger & Acquisition and Transfer of Business.....	82
56. Voluntary Surrender of certificate of registration.....	83
57. Effect of Revocation, Suspension, Voluntary Surrender, or Non-Renewal of Insurance Broker Registration.....	84
58. Disputes.....	86
59. Inspection and Audit.....	88
60. Resolution of Interpretative Issues.....	90
61. Nomenclature of Insurance Brokers.....	90
62. Internal control and systems.....	91
63. Co-broking.....	91
64. Outsourcing of activities by Insurance Brokers.....	92
65. Disclosures to the authority.....	93
66. Sales of Insurance Online / Telemarketing.....	94
67. Notification of Suspension / Cancellation.....	96

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	4

68. Responding to Catastrophes and Disasters.....	97
69. Restrictions on Serving as a Responsible Broker Person.....	98
70. Service Level Compliance and Enforcement.....	100
71. Regulation of Broker of Record Agreements (BORA Regulations).....	100
72. Annexures.....	102
73. Annexure 1: Standard Terms of Business Agreement (TOBA).....	102
74. Annexure 2: Broker Classification Assessment (Illustrative Only).....	139

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	5

01. Acknowledgment

The Health Economics and Insurance Policies Department (HEIPD) of the Dubai Health Insurance Corporation (DHIC) developed these Brokers / Intermediaries Guidelines with valuable feedback from internal departments and key market stakeholders. We are grateful for their insights, which have played a crucial role in shaping the guidelines to align with industry practices and regulatory objectives. Their contributions have been instrumental in ensuring a comprehensive and practical framework for health insurance broker /intermediary operations within the Emirate of Dubai.

Dubai Health Insurance Corporation

Dubai Health Authority

All rights © reserved by the Dubai Health Authority 2026. The contents of this document shall not be copied or reproduced in any form without prior written permission from the Authority

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	6

02. Introduction

The mandate of Dubai Health Insurance Corporation is to oversee the health insurance ecosystem, ensuring that all entities contribute to more efficient and effective operations for the benefit of healthcare consumers.

Health insurance brokers/intermediaries play a unique role in health insurance eco system and serve as a popular resource for customers seeking assistance in finding the right policy. They serve as a bridge between consumers and insurance companies providing customers with expert guidance, access to policy information and tailored recommendations.

This standard sets forth the terms, conditions and instructions for the issuance of permits to the Insurance Brokers and Regulation and Control of their Business in the Emirate of Dubai.

03. Purpose

This document mandates the DHIC regulatory requirements and service specifications for Insurance Brokers/intermediaries that offer services in the Emirate of Dubai. The purpose of this document is to confirm the permit requirements and the regulations that apply to the operations of brokers/ intermediaries in the Emirate of Dubai.

This guideline manual is to assist the understanding and effective performance by DHIC/DHA permitted Insurance Brokers/Intermediaries of their statutory obligations under the legal and regulatory framework in force in the Emirate of Dubai.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	7

Any person or company falling within the definition of “Insurance Brokers/intermediary” described in this standard and who is engaged in the activities specified here can only do so if granted unconditional Insurance Brokers status by DHIC, DHA.

Companies wishing to undertake health insurance Broker permit activities shall satisfy the following conditions:

1. The applicant must be a juridical person having **a)** A company incorporated in the UAE in accordance with the Commercial Companies’ Law, having the objective of practicing the Insurance Brokerage activity. **b)** A branch of a company incorporated in a financial free zone in the UAE, or a UAE branch of a foreign company, provided that such company is licensed to practice this activity in the said financial free zone or in the country of origin in the same insurance type and class; and should be subject to the control of a counterpart supervisory authority, with a minimum five years of practice in insurance brokerage, and subject to any controls or conditions set by the relevant authorities.
2. Hold a valid trade license issued by either the Dubai Department of Economic Development (DED) or Free Zone authority with the provision of activities of health insurance brokerage.
3. Hold a valid license from the CBUAE prior to applying to operate in the Emirate concerned.
4. Obtain a permit from the DHIC in accordance with the provisions of these instructions. All information and documentation submitted for the purpose of obtaining, renewing, or amending a DHA permit must be complete, accurate, and truthful. Entities shall ensure strict adherence to DHA’s submission protocols.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	8

5. Submission of false, misleading, or incomplete information shall result in the imposition of regulatory penalties and corrective actions in accordance with applicable laws and regulations.
6. Have a paid-up capital that meets or exceeds the minimum capital requirement prescribed by CBUAE.
7. The sole objective and purpose of the company's business shall be to engage insurance brokerage activities.
8. Obtain a professional indemnity insurance policy covering professional liability risks, ensuring that the sum insured and deductible meet or exceed the minimum requirements set by the CBUAE.
9. A letter of guarantee issued by a bank in favor of CBUAE. A copy to be submitted to DHA.
10. Comply with internationally acceptable professional standards in the practice of health insurance broking activities.
11. Comply with all applicable laws and regulations of the United Arab Emirates and the Emirate of Dubai, including those issued by the Dubai Health Insurance Corporation (DHIC) and the Dubai Health Authority (DHA), along with any amendments or updates thereto.
12. Be proficient in observance and compliance of the Regulations including any amendments or updates thereof.
13. The technical and administrative staff required for practicing the activity must be appointed in accordance with the provisions of the Regulations.
14. A suitable headquarters along with the necessary software and technical systems required to carry out the activity must be readily available.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	9

15. An internal control system to ensure the sound application of law, regulations, instructions, resolutions and circulars issued thereunder must be available.
16. A certified true copy of the agreement between the permit applicant and a UAE based bank regarding the account designated for conducting insurance brokerage.
17. Full payment of all applicable fees along with applicable VAT and other Government fees or levies.
18. To comply with all and any additional conditions or requirements determined by the regulators from time to time.
19. An Insurance Broker must continuously comply with all licensing conditions.

04. Abbreviations and Acronyms

AED	Arab Emirates Dirham
AML	Anti-Money Laundering
BCP	Business Continuity Plan
BORA	Broker of Record Agreement
CBUAE	Central Bank of the United Arab Emirates
CDD	Customer Due diligence
CFT	Combating the Financing of Terrorism
DED	Department of Economic Development
DHA	Dubai Health Authority
DHIC	Dubai Health Insurance Corporation
FWA	Fraud, Waste, and Abuse

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	10

HEIPD	Health Economics and Insurance Policies Department
HIIP	Health Insurance Intermediary Permit
IC	Insurance Company
ISAHD	Insurance System for Advancing Healthcare in Dubai
KPI	Key Performance Indicators
KYC	Know Your Customer
MOHAP	Ministry of Health and Prevention
PHIR	Permitted Health Insurance Representative
SAR	Suspicious Activity Reporting
SMS	Short Message Service
TOBA	Terms of Business agreement
TPA	Third Part Administrator
UAE	United Arab Emirates
VAT	Value Added Tax

05. Applicability

The provisions of these regulations shall apply to all Insurance Brokers operating in the Emirate of Dubai.

No entity may engage in the health insurance brokerage activities within the Emirate of Dubai without obtaining a permit from DHIC, DHA provided and must hold a valid license from CBUAE. This license must be renewed annually in accordance with the provisions of these regulations.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	11

Unless otherwise noted, this directive applies to all health insurance intermediaries that are permitted and supervised by Dubai Health Insurance Corporation (DHIC), DHA.

06. Definitions

The following words and expressions shall have the meanings ascribed thereto, unless the context otherwise requires:

1. **The State / UAE:** The United Arab Emirates
2. **Dubai:** The Emirate of Dubai.
3. **CBUAE:** The Central Bank of the United Arab Emirates, which is the federal institution responsible for the regulation, supervision, and oversight of the financial system in the UAE, including banking, insurance, and payment systems, to promote financial and monetary stability and consumer protection.
4. **Authority:** The Dubai Health Authority (DHA)
5. **The Law:** Health Insurance Law 11 of 2013 (HI Law 11/2013) as signed by HH Sheikh Mohammed bin Rashid Al Maktoum, Vice-President & Prime Minister of the UAE and Ruler of Dubai, and its executive regulations, policy directives and circulars issued by the DHIC/DHA or any other competent authority and/or any amendment/updates thereof.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	12

6. **Insurance Company (IC):** A National or international (foreign) company which is permitted by the DED, Central bank of the UAE and DHA to transact health insurance products to the public in accordance with Health Insurance Law No. 11 of 2013.
7. **Rules (The):** The electronic claims requirements, all DHA circulars, resolutions, periodicals, policies and standards issued or to be issued in the future for implementation of the Health Insurance Law No. 11 of 2013, without limitation to any policy on health insurance fraud and abuse.
8. **Third Party Administrator (TPA):** An organization permitted by DHA to provide administrative services to an Insurance Company, such services including but limited to network management including price negotiations with the providers, claims management, claims review including adjudication and claims utilization review, maintenance of adherent records (eligibility and medical follow-up) and overall management of health insurance claims settlement cycle on behalf of the insurance companies.
9. **Beneficiary:** Eligible insured person receiving or entitled to receive Healthcare Services from a Network Provider in accordance with the Schedule of Benefits.
10. **Free Zone:** Any financial free zone established in the UAE pursuant to the provisions of Federal Law No. 8 of 2004 concerning the Financial Free Zones.
11. **Client:** A person or entity for whom the Insurance Broker practices the Insurance Brokerage business in accordance with the provisions of these regulations.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	13

12. **Insurance Policy:** The contract concluded between the insurance company and the client containing the rights and obligations of each party or the rights of the beneficiary and any endorsement thereto.
13. **Insurance Broker/Intermediary:** A legal entity licensed by the regulatory authority to practice insurance brokerage activity. Hereinafter, referred to as the “Insurance Broker.
14. **Insurance Brokerage / Intermediation:** The activity of acting as an intermediary in insurance and reinsurance transactions between an insurance company and a client, in exchange for a commission paid by the company
15. **Permitted Health Insurance Representative (PHIR):** A Health Insurance Representative is an individual who advises, markets, or sells health insurance products through any marketing channel and operates strictly under one of the following authorized arrangements: **a)** An individual employed by, and formally sponsored under, a licensed Health Insurance Intermediary. **b)** An individual employed by, and formally sponsored under, a licensed insurance company, irrespective of whether the individual engages in direct client sales or provides marketing and advisory support to Health Insurance Intermediaries.

Words and expressions used and not defined in this regulation but defined in the law shall have the meanings respectively assigned to them in those Acts or the rules and regulations made thereunder, as the case may be.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	14

07. Scope

The business of health insurance brokers/intermediaries shall be limited to:

1. Providing health insurance consultative and advisory services to clients.
2. Representing the client honestly and fairly in all insurance-related matters.
3. Advising clients on suitable health insurance plans based on their healthcare needs, financial capacity, and risk exposure.
4. Offering personalized recommendations and specialized expertise in health insurance.
5. Researching and comparing health insurance policies from various providers to assess coverage, pricing, and suitability for clients.
6. Recommending and negotiating policies with underwriters to secure the best terms and pricing.
7. Keeping clients informed about new insurance products, industry trends, and market intelligence.
8. Assisting clients in understanding, interpreting, and selecting their insurance policies by explaining terms, conditions, and coverage details.
9. Ensuring that clients' insurance plans remain compliant with UAE and Dubai regulations, monitoring legislative changes, and providing necessary updates.
10. Managing and processing client policy accounts, including policy renewals, modifications, and ensuring timely premium payments to insurers.
11. Keeping track of policy expirations and reminding clients about renewals or necessary adjustments based on life or business changes.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	15

12. Advising and guiding clients through the claims process, including documentation, submission, and coordination with insurers for claim filing and resolution.
13. Providing quick access to support issues related to claims, coverage eligibility, and access to care.
14. Acting promptly on the client's instructions, offering written acknowledgments, and providing progress updates on claims or policy-related matters.
15. Assessing client risk profiles and identifying potential areas of exposure to inform suitable insurance recommendations.
16. Advising clients on risk mitigation strategies and alternative insurance solutions.
17. Offering insights into reducing insurance costs while maintaining appropriate coverage.
18. Staying updated with legal and regulatory requirements governing health insurance.
19. Maintaining accurate records of client interactions, transactions, and policy details.
20. Ensuring ethical conduct and regulatory compliance in all intermediary activities.
21. Acting as a liaison between clients and insurance companies to facilitate smooth communication and transactions.
22. Preparing and submitting underwriting information as required by insurers for risk assessment and pricing decisions.
23. Providing insurers with relevant market intelligence and industry insights.
24. Performing any other functions that may be specified by the regulatory Authority.
25. Brokers are not authorized to issue pre-authorizations on behalf of insurance companies. In cases where insured members approach a broker for claim approvals or admission authorizations—whether inside or outside the UAE, and regardless of whether the arrangement is direct billing or reimbursement, the broker is required to redirect the member to the relevant

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	16

department or designated contact within the insurance company. This is to ensure compliance and prevent any regulatory breaches.

08. Regulations

Companies intending to perform health insurance brokerage shall comply with the following:

1. The Insurance Broker can neither underwrite nor carry any health insurance risk.
2. The Insurance Broker cannot possess or share in the capital management of any medical facility, health insurance company or third-party administrators.
3. The Insurance Broker does not possess any binding authority in the Emirate of Dubai.
4. The Insurance Broker shall keep separate books of accounts for health insurance portfolio.
5. Refrain from conducting insurance related activities with entities that are not permitted by the DHIC to operate within the Emirate of Dubai.
6. Not to engage in any business activities that may create conflict of interest with their role as a broker.
7. Shall not underwrite any insurance business nor engage in any transactions directly with the reinsurers.
8. All formal correspondence between the insurer and client must include the broker's registered trade name and license number.
9. Not to invoice the insured or beneficiary for any additional amounts beyond those agreed upon with the insurance company under the concluded agreement, and in accordance with the limits set by DHIC.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	17

10. Refrain from publishing or promoting any false, misleading, or inaccurate data, information, or transactions.
11. The Insurance Broker must continuously review and update the internal control system to ensure proper application of the regulations, laws, circulars and resolutions issued by DHIC, DHA, from time to time.
12. The Insurance Broker must fulfill its obligations towards DHIC, customers and insurance companies at all times.
13. Always maintain integrity in all its acts.
14. Ensure the secure handling of all statements and information obtained during work and implement appropriate measures to protect the confidentiality of related documents
15. Clearly inform the client of their duty to disclose all material facts when applying for insurance, the consequences of providing inaccurate or concealed information, and their responsibility for the accuracy of all statements in the insurance application
16. . Clearly explain to the client the rationale for selecting the offered policy, including its terms, conditions, benefits, and exclusions. Additionally, provide a comparison of its price and coverage with those of other policies available from different insurance companies.
17. Clearly explain to the client the necessary procedures to follow in the event of an insured risk occurring, including their duty to provide full and accurate disclosure when submitting a claim
18. Promptly inform the client of the company's decision regarding the submitted claim after the occurrence of the risk of the insured and assist them in completing the claim process.
19. Clearly inform the client of their duty to disclose any changes to the nature of the insured risk at the time of policy renewal as well as their duty for full and fair disclosure when submitting a claim following the occurrence of an insured event.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	18

20. Shall not provide the client with any incorrect or unfair information about any other company to entice the client to cancel a valid policy and purchase a new policy through them or to improperly influence an offer made to the client by another entity.
21. Shall establish and maintain internal rules and regulations including those necessary to effectively manage Anti-Money Laundering (AML) and implement appropriate Know Your Customer (KYC) policies, as mandated by the Central Bank of the UAE (CBUAE)
22. Shall prominently display the valid license in a conspicuous location at the place of business.
23. Shall ensure all employees possess requisite qualifications and meet the competency standards prescribed by DHIC, DHA, for carrying out health insurance-related activities in accordance with applicable regulatory requirements
24. Shall provide employees with the required professional training as mandated by DHIC, DHA, for health insurance brokers.
25. Shall notify both the DHA and the Central Bank promptly whenever any specialized employee position becomes vacant and must appoint an interim replacement until the role is permanently filled, which must occur within a maximum period of thirty (30) days from the date the vacancy arises.
26. Shall not transfer or delegate any aspect of the brokerage business to another Insurance broker under any circumstances
27. Shall comply with Anti-Money Laundering and Combating Terrorist Financing regulations and guidelines.
28. Shall ensure that the client remits the insurance premium or any other amounts due from the client directly to the insurer.
29. The Insurance Broker shall not act as an insurance agent or an authorized representative for any foreign insurance company conducting business within the Emirate of Dubai.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	19

30. Shall not assign or-transfer the registration in the official register to any other party nor lease the principal place of business or any of its licensed branches within the Emirate of Dubai.
31. Shall comply with all duties and obligations in accordance with the applicable laws, regulations, decisions, and circulars issued by the regulator from time to time.
32. The Insurance Broker shall take prompt and appropriate steps to address client grievances upon receipt and shall report to the Authority the number, nature and details of complaints received, in the format and manner specified by the Authority.
33. The Insurance Broker shall solicit and procure a reasonable number of insurance businesses that is commensurate with its operational capacity and the number of Broker Qualified Persons employed.
34. The Insurance Broker shall maintain records in the format specified by the Authority ensuring that each solicited policy is documented with policy-specific details and appropriately tagged to the responsible qualified person or other authorized person/s within the brokerage, as applicable.
35. The Insurance Broker shall not, under any circumstances, engage in multi-level marketing practices for the solicitation and/or procurement of insurance products.
36. Shall not offer or accept any paybacks nor receive any remuneration beyond what is stipulated in the agreement with the insurance company and in compliance with the applicable regulations.
37. The Insurance Broker shall ensure full compliance with the applicable code of conduct issued by the respective regulatory authorities.
38. Insurance Brokers shall ensure full compliance with all applicable regulatory requirements, including any newly enacted legislation, amendments to existing regulations, and updated guidelines issued by the relevant Regulatory Authorities
39. Excluding the first year of licensing, an Insurance Broker's net equity must always be at least one hundred percent (100%) of its paid capital. If net equity falls below this level, the Insurance

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	20

Broker must immediately notify both the Central Bank and DHA, and submit a remedial plan to the Central Bank, with a copy to DHA, within fifteen (15) days. The Insurance Broker may not undertake new brokerage activities until the required net equity is restored but must continue to honor existing commitments and keep DHA informed of progress.

09. Code of Conduct

The Insurance Broker shall comply with the professional and ethical code of conduct with special regard for the following:

1. Shall act with integrity at all times and uphold professional integrity and transparency in all dealings.
2. Shall conduct business with professionalism, good faith and fairness.
3. Shall fully comply with the agreements concluded with the Insurance Companies and the respective clients.
4. Shall require its employees and representatives to clearly identify the broker firm, the insurance company, and the TPA (wherever applicable) when interacting with any third party, and to explain the scope of services they are authorized to provide.
5. Shall refrain from any actions that directly or indirectly influence the decision of the insured to choose a particular insurance company over another, or to discontinue business relationship with another entity.
6. Shall maintain the confidentiality of all data and information obtained in the course of its business and shall take all necessary measures to safeguard the confidentiality of all information and documents in its possession.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	21

7. Shall refrain from advertising or promoting its business and/or services on behalf of any Insurance Company without obtaining a prior written consent from the respective company. Shall ensure that all the promotional content provided is accurate, clear and reflects the true nature of the business it provides.
8. Maintain accuracy, objectivity and impartiality in providing health insurance services and engage with contracted insurance companies and clients in an unbiased manner.
9. Ensure a consistent level of services are offered to the client throughout the tenure of the agreement.
10. Ensure a structured mechanism in place for handling client complaints and feedback, ensuring timely follow up and resolution.
11. Shall not provide the client with any misleading, incorrect or unfair information about any other company with the intent to entice the client either to cancel an existing valid policy or to influence the client's decision regarding an offer made by another entity.

10. Standards of Conduct in Client Relations

Every Insurance Broker shall follow recognized standards of professional conduct and discharge their functions in the interest of the clients or policyholders.

Insurance Brokers shall:

1. Conduct all dealings with clients with utmost good faith, maintaining transparency, and ethical integrity at all times.
2. Exercise due diligence, thoroughness, and high standard of professionalism in the delivery of services and advice.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	22

3. Ensure clients are explicitly explained of the Insurance Broker's role, the scope of services provided, and the party the brokers represent (e.g., the client or the insurer).
4. Treat all information provided by the prospective clients as strictly confidential, disclosing it only to the insurer(s) to which the business is being offered.
5. Implement robust controls to safeguard both physical and digital records, including secure storage, restricted access, and encryption measures where applicable to ensure data confidentiality and integrity.
6. Understand the type of client being serviced and evaluate the client 's level of awareness and understanding of insurance principles and associated risks
7. Obtain the client's written consent to act on their behalf, explicitly specifying the scope and validity period of the authorization. In the absence of a stated duration, such authorization shall be deemed valid for a period of 12 months authorization from the date of issuance. This authorization, however, shall not extend to completing medical application forms or similar documents on the client's behalf.
8. Proactively identify, disclose and take necessary measures to avoid situations that may give rise to actual or perceived conflicts of interest.

11. Core values in Client Engagement

Insurance Brokers shall:

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	23

1. **Risk Management for clients:** understand the health benefit needs of clients by assessing the risk profile and recommend insurance policies that are best suited to manage those risks and address their specific requirements.
2. **Transparent Service Scope:** Clearly explain the scope of services offered, ensuring that prospective clients fully understand the type of assistance provided and its limitations.
3. **Honest and Ethical Conduct:** Uphold the highest standards of good faith, honesty, and ethical behavior in all interactions with clients.
4. **Accurate Product Comparisons:** Provide objective and accurate comparisons of available health insurance products, including price, coverage, and service features, where multiple options are available. Clearly justify any specific policy recommendations with appropriate rationale.
5. **Disclosure of Product Choices:** Promptly identify themselves and provide full transparency regarding the range of product choices available to clients ensuring they are made aware of all suitable choices before making an informed decision.
6. **Competent and Specialized Advice:** Offer advice strictly within the scope of their professional expertise and refer clients to appropriately qualified specialists for matters beyond their area of expertise or competence.
7. **No Unfair Criticism:** Refrain from making inaccurate, misleading or unfair criticisms of insurers, third-party administrators, medical service providers, other Insurance Brokers, or any other stakeholders within the health insurance ecosystem.
8. **Registered and Authorized Status:** Clearly state their registration and authorization status as a licensed Insurance Broker.
9. **No Unregistered Representatives:** Engage only registered or licensed personnel for all sales and marketing activities. The use of unregistered agents, canvassers, marketers, lead generators, or any individuals acting in a similar capacity to solicit or generate business is strictly prohibited.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	24

10. **Premium Payment Transparency:** Clearly communicate the timelines, methods and procedures of premium payments ensuring clients fully understand when and how payments are to be made as well as the consequences of delayed or nonpayment.
11. **Quotation Validity Period:** If a proposed policy is not immediately purchased, clearly disclose the validity period of the provided quotation to ensure the client is aware of the timeframe within which the offer remains applicable.
12. **Claims Process Clarity:** Clearly outline the procedures that the client must follow in the event of a claim or loss. including documentation requirements, timelines, and points of contact, to ensure timely and accurate processing.
13. **Anti-Money Laundering Compliance:** Strictly comply with all applicable anti-money laundering laws and regulations and refrain from participating in any such activities that could be construed as money laundering or facilitating such conduct.
14. **Ethical Call Center Operations:** Refrain from using call centers to generate business through misleading, deceptive or unsolicited calls. All call center activities must be conducted ethically, transparently and in full compliance with applicable regulations and industry standards.

12. Standards of furnishing information

Every Insurance Broker shall:

1. Ensure that the prospective clients are clearly informed of the consequences of non-disclosures and inaccuracies and the provision of inaccurate or incomplete information, particularly in relation to underwriting and claims settlement.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	25

2. Refrain from exerting undue influence on prospective clients and must clearly communicate that all responses and declarations provided during the application process are solely the responsibility of the client.
3. Ensure that all information provided by the client, which forms the basis for the insurer's assessment and acceptance of risk, is accurately documented in the proposal form and duly communicated to both the client and the insurer. Any misrepresentation or inaccurate disclosure of information shall be subject to applicable regulatory provisions and the terms and conditions of the insurance contract.
4. Advise the client to thoroughly review and verify the accuracy of all information provided in the documentation. If it appears that the client has not made a full, fair, and accurate complete disclosure, the broker shall request the necessary clarifications. Should the client fail to provide the required information, the broker may consider declining to proceed with the engagement.
5. Clearly explain to the client the importance of disclosing any subsequent changes in circumstances that may impact the insurance coverage and emphasize the obligation to report such changes throughout the policy period.
6. Disclose to the insurer, on behalf of the client, all material facts within the broker's knowledge and shall ensure the risk is presented in a full, fair and accurate manner. Such disclosures shall be duly supported by appropriate documented client information, and the broker shall not rely solely on undocumented verbal communications for the purposes of such disclosure.

13. Standards in relation to explanation of insurance contract

Every Insurance Broker:

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	26

1. **Insurer Participation Disclosure:** Shall provide the client with a comprehensive list of all insurers participating in the proposed insurance contract and promptly advise the client of any subsequent changes to this list.
2. **Essential Policy Provisions Explanation:** Shall clearly explain all key provisions, terms and conditions of the recommended policy, ensuring the prospective client fully understands the scope of coverage that they are being offered and purchased.
3. **Accurate Quotations:** Shall provide insurance quotations that accurately represent the terms and conditions offered by the insurer, without any alterations, omissions or modifications.
4. **Policy Details and Restrictions:** Specifically draw the client's attention to any warranties, significant limitations, unusual restrictions, and/or exclusions contained within the policy. Clearly explain the procedure and process applicable for policy cancellation.
5. **Written Confirmation and Policy Delivery:** Provide the client with prompt written confirmation once the insurance has been secured. If the complete policy wording is not available at the time of confirmation, it must be forwarded to the client as soon as reasonably practicable.
6. **Notification of Policy Changes:** Notify the client of any changes to the terms and conditions of their insurance contract, ensuring that reasonable advance notice is provided prior to the changes taking effect.
7. **Impartial Insurer Selection:** Act with impartiality when arranging insurance contracts for clients, ensuring that no undue preference is shown to any insurer. In cases where a preferred or exclusive arrangement exists, where business is placed in exchange for additional commissions or other incentives, such arrangements must be fully and transparently disclosed to the client.

14. Standards in relation to renewal of policies

Every Insurance Broker shall:

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	27

1. **Timely Renewal Notices:** Ensure that clients are provided with renewal notices from the respective insurer at least 60 days before the policy expiry date, allowing them adequate time to review the terms and consider their available options.
2. **Expiry Date Notification:** Inform clients of their policy expiry date, regardless of whether the Insurance Broker intends to offer renewal services or facilitate continued coverage.
3. **Renewal Notice Content - Duty of Disclosure:** Renewal notices shall include a clear and prominent warning regarding the client's ongoing duty of disclosure. This warning should explicitly emphasize the obligation to report any changes in circumstances that may affect the policy and that have occurred since the policy's inception or the last renewal date.
4. **Record-Keeping Requirement:** Renewal notices shall also inform clients of their obligation to retain records of all information provided to the insurer for renewal purposes. This includes maintaining copies of any correspondence such as letters or emails, exchanged with the insurer.

15. Standards in relation to claim by client

Every Insurance Broker shall:

1. **Client Disclosure Obligations:** Clearly inform clients of their obligations to promptly notify the insurer of any claims, to disclose all material facts related to the claim, and keep the insurer informed of any subsequent developments.
2. **Prompt Information Forwarding:** Shall promptly transmit to the insurer any information received from the client regarding claims or potential claims, and in all cases immediately upon receipt of such notification or information.
3. **Claim Requirements Advice:** Shall provide clients with timely guidance regarding the requirements and/or procedures related to the submission and processing of their claims. The

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	28

broker shall not provide any misleading information, representations, or assurances in respect of coverage, eligibility, or claim outcomes, unless such statements are expressly supported by documented policy terms and/or confirmed by the insurer. All such communications shall be duly documented and maintained in accordance with applicable record-keeping requirements.

4. **Addressing Incomplete Disclosure:** If the Insurance Broker/s believes a client has not made a true, fair, and complete disclosure, they shall request the client to provide further information. If the client fails to provide such further disclosure, the Insurance Broker/s may consider declining to act further on behalf of the client.
5. **Claim Decision Communication and Assistance:** Shall promptly notify the client of the insurer's decision regarding a claim and provide all reasonable assistance to the client in pursuing their claim, regardless of the decision.

16. Standards in relation to receipt of client complaints

Every Insurance Broker shall:

1. **Complaint Procedure Information:** Ensure that all letters of instruction, insurance policies, and renewal documents clearly outline the established complaint handling procedures.
2. **Accessible Complaint Channels:** Accept complaints through multiple channels, including telephone, written correspondence (postal or email), and other approved electronic means.
3. **Prompt Acknowledgement and Staff Assignment:** Acknowledge all complaints immediately upon receipt, regardless of the method of submission. The complainant must be informed of the staff member assigned to handle the complaint and be provided with an estimated turnaround time for resolution.
4. **Formal Response and Escalation Information:** Provide a written response to each complaint, clearly informing the complainant of their available options should they remain dissatisfied. This

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	29

includes details on how to escalate the complaint within the organization or to relevant external regulatory authorities.

5. **Senior Level Review:** Ensure that all complaints are reviewed and addressed at an appropriate senior management level to ensure fair and effective resolution.
6. **Complaint Recording and Monitoring:** Maintain a robust system for recording, tracking, and monitoring all complaints received. This system should facilitate the analysis of complaint trends and support the identification of areas for improvement in service quality and delivery.

17. Standards in relation to documentation

Every Insurance Broker shall:

1. **Regulatory Compliance of Documents:** Ensure all documents issued to clients are fully compliant with the applicable statutory and regulatory requirements in effect at the time of issuance.
2. **Timely Policy Documentation Delivery:** Provide policy documentation to clients in a timely manner and without undue delay.
3. **Document Review Advice:** Advise the clients in writing, accompanying the policy documentation, to carefully read and retain all the documents provided.
4. **Document Availability and Withholding:** Ensure all documents to which a client is entitled shall be provided to them without the need for prior consent. In exceptional circumstances where documentation is withheld, the client must be promptly informed in writing of the valid and justifiable reasons for such withholding. Notwithstanding this, the clients must receive full details of their insurance contract.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	30

5. **Transaction/Communication Acknowledgement:** Promptly acknowledge receipt of all transactions and communications from clients, including but not limited to endorsements, premium payments, and claims.
6. **Timely Responses:** Ensure all client correspondence is answered promptly. The Insurance Broker/s shall make reasonable efforts to provide timely and accurate responses to all client inquiries.
7. **Fair and Clear Terms and Conditions:** Ensure all written terms and conditions are fair in substance, clearly articulated, and presented in plain, easily understandable language. These documents must explicitly outline the rights and responsibilities of both the client and the Insurance Broker/s.
8. **Document Transfer upon Relationship Termination:** Upon termination of the business relationship with a client, promptly provide the client or their designated representative with all documents to which the client is entitled and which are necessary for another broker to act on their behalf.

18. Standards in matters relating to advertising

Every Insurance Broker shall:

1. **Continuous Regulatory Compliance:** Always maintain full compliance with all applicable regulations while conducting business in the Emirate of Dubai.
2. **Truthful and Accurate Statements:** Ensure that all statements made, in any context, are truthful, accurate, and not misleading or exaggerated or deceptive in any manner.
3. **Distinction Between Benefits:** Clearly distinguish between contractual benefits, which the insurance policy is legally obligated to provide, and any non-contractual benefits that may be offered at the insurer's discretion.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	31

4. **Impartial Product Promotion:** Ensure that advertisements are not restricted to the products of a single insurer unless the rationale for such exclusivity is fully disclosed to the concerned insurer.
5. **Legal Compliance of Advertising:** Ensure that all advertisements comply with applicable laws and regulations and do not omit any information required to be disclosed by law.
6. **Lawful Conduct Promotion:** Ensure that advertisements do not encourage, condone or imply any defiance or breach of the law.
7. **Decency and Propriety:** Ensure that advertisements do not contain any content which, in view of generally accepted standards of decency and propriety, is likely to cause serious or widespread offense or promote social discord or disharmony.
8. **Client Trust and Vulnerability:** Ensure that advertisements are not designed to abuse the trust of clients or to exploit their lack of experience or knowledge.
9. **Substantiable Claims:** Ensure that all descriptions, claims, and comparisons involving objectively verifiable facts are capable of substantiation and that supporting evidence is maintained and readily available.

19. Standards in matters relating to training

Every Insurance Broker shall:

1. **Code of Conduct Awareness:** Ensure that all staff members are fully informed of and consistently adhere to the standards of conduct outlined in this guideline.
2. **Competence, Suitability, and Training:** Employ competent and suitably qualified staff who have received adequate training to effectively perform their assigned duties.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	32

3. **Quality Assurance and Compliance Monitoring:** Implement a system for regular monitoring of staff practices, with specific emphasis on ensuring adherence to regulatory compliance requirements.
4. **Legal Awareness and Competency:** Ensure that all staff members are fully aware of the legal and regulatory requirements applicable to their specific activities' roles and shall assign responsibilities only within the scope of their demonstrated competence.

20. Standards in matters relating to receipt of remuneration

1. Insurance Brokers shall disclose to DHIC the exact monetary value of any commission, fee, or any other form of remuneration received in connection with placement of the client's insurance policy. This disclosure shall be made within thirty (30) days of receiving such remuneration from the insurer, including amounts received for the initial policy, endorsements, renewals or subsequent amendments to the policy.
2. Insurance Brokers shall not, under any circumstances, accept premium payments as such activity is prohibited under the applicable CBUAE regulations. Additionally, brokers are not permitted to receive both client fees and any form of additional commission or remuneration including but not limited to profit-sharing arrangements, volume-based incentives, or any other direct or indirect payments that are disguised, non-transparent, or contingent upon business targets, regardless of how such amounts are recorded or reported within systems or accounts.
3. In the event of a refund, cancellation or termination of a policy, the Insurance Broker shall within 30 days refund return to the insurance company, the proportional amount of commission received, calculated based on the rate originally applied on the refunded premium.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	33

4. The commission payable to the Insurance Broker by the Insurance Company shall be subject to the applicable commission levels specified in this document for the respective classes of clients and insurance products.
5. Insurance Brokers shall bear full responsibility for any delay in enrolling Beneficiaries in the required health insurance schemes. In the event of such delay, the Insurance Broker shall assume financial and operational liability for the period during which coverage was not activated. This liability shall include, but is not limited to:

Financial Responsibility

Full settlement of all eligible medical claims incurred by the Beneficiary during the delayed enrollment period, regardless of whether the claims fall within the standard policy activation timeline.

Beneficiary Notification:

Timely written notification to the affected Beneficiary, clearly outlining the nature of the delay, its potential impact on coverage, and the steps being taken to rectify the situation.

Insurance Brokers are expected to implement internal controls to prevent such delays and to ensure compliance with all enrollment timelines as stipulated by the Dubai Health Authority (DHA) and other applicable regulatory bodies.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	34

21. General Provisions

1. Insurance Broker shall not establish any representative, liaison, or branch office outside the UAE, for the purpose of managing DHA compliant health insurance business without obtaining prior written approval from the Dubai Health Authority.
2. Insurance Brokers shall notify the Authority in advance of any opening or closure of branches as well as any changes to the address of their registered or branch office.
3. Insurance Broker shall not perform its role as a broker and simultaneously engage in any other insurance-related profession.
4. Insurance Broker shall not act as a partner or agent for any other Insurance Broker.
5. Failure by an Insurance Broker to furnish any document, returns statement, report/s, or any other information required by the Authority, as stipulated under applicable rules and regulations, shall constitute non-compliance.
6. Upon request, Insurance Brokers shall provide the Authority with access to copies of all contracts entered with insurers and clients for inspection purposes.
7. Insurance Brokers shall maintain all books of accounts, financial statements, documents, and client records at their principal place of business in Dubai. All officers and employees of the broker shall be responsible for making these records readily available to the inspecting authority upon request.
8. Insurance Brokers shall fully disclose to DHIC, DHA, the amount of commission, fee, or any other form of valuable consideration received in connection with the placement of the client's insurance policy. This disclosure shall encompass all remuneration received on initial policy placements, endorsements, renewals, and/or any subsequent policy amendments.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	35

9. Insurance Brokers shall file all reports, declarations, and undertakings in the form and periodicity as specified by the Authority.
10. Insurance Brokers shall ensure that their staff members engaged in advising on or selling health insurance maintain appropriate levels of competence and actively participate in continuing professional development activities as required by the Authority.
11. Insurance Brokers shall disclose to clients any actual or potential conflicts of interest and shall take appropriate measures to manage or mitigate such conflicts in a manner that upholds the best interests of their clients.
12. Insurance Brokers shall provide their clients with periodic performance reports and analyses, including but not limited to loss ratio summaries, cost containment strategies employed, proposed or implemented policy innovations, and network optimization initiatives. These disclosures aim to enhance transparency, enable informed decision-making, and demonstrate the broker's commitment to delivering value-driven and sustainable health insurance solutions.
13. Insurance Brokers shall establish a transparent and effective process for resolving client complaints, which include defined escalation pathways and specified resolution timelines. Comprehensive records of all grievances and their resolutions must be maintained and made available for inspection by the Authority.
14. Insurance Brokers shall report any suspected fraudulent activities such as falsified claims, forged documents, premium undercutting, paybacks etc., to the Authority and shall cooperate fully with any ensuing investigations.
15. In the event of voluntary closure, license revocation, or suspension by the CBUAE, Insurance brokers shall comply with all applicable regulations issued by the CBUAE and DHA. Brokers are required to promptly notify the DHA, provide advance written notice to the Authority and all

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	36

affected policyholders and ensure the orderly transfer of all client records to the respective insurers or to another entity as designated by the Authority, in accordance with the applicable regulatory requirements.

22. Rights of the Insurance Brokers

The rights granted to Insurance brokers under their permits are contingent upon their continuous adherence to all applicable laws, regulations, and ethical standards governing the conduct of health insurance brokerage activities.

Right to Represent Clients: Licensed Insurance Brokers, acting as authorized representatives, shall have the right to represent clients in the selection and purchase of health insurance products, in full adherence to the principles set forth under the Broker's Obligations and Regulatory Accountability (BORA) framework.

Right to Compensation: Licensed Insurance Brokers shall have the right to receive compensation for their services in accordance with the fee schedules or commission structures specified under the approved classes of insurance commission as approved by the DHA.

Right to Access Information: Licensed Insurance Brokers shall have the right to access all necessary information from insurers and clients to fulfill their professional duties, subject to compliance with applicable data protection and privacy laws and regulations.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	37

Right to Market and Solicit: Licensed Insurance Brokers shall have the right to market and solicit health insurance products, in accordance with the advertising guidelines and ethical standards prescribed by the respective regulatory authorities.

Right to Contract: Licensed Insurance Brokers shall have the right to enter into contracts with Insurance Companies and clients, provided that such contracts comply with all applicable laws, regulations and the provisions set forth in the Terms of Business Agreement (TOBA) as prescribed by the Dubai Health Authority.

Right to Due Process: Licensed Insurance Brokers shall be entitled to due process in all disciplinary proceedings initiated against them. This includes the right to receive prior written notice of the alleged violations, the right to a fair and impartial hearing and the opportunity to present evidence and make representations before a final decision is rendered.

23. Obligation of the Insurance Broker (Internal Bylaws of Insurance Brokers)

Every Licensed Insurance Broker shall ensure that its internal bylaws incorporate, at a minimum, the following provisions. These provisions shall be reviewed and updated periodically to maintain alignment with applicable regulations, industry standards and best practices.

1. Maintain all required licenses and permits issued by the relevant regulatory authorities to operate in Dubai, and shall comply with all applicable laws, regulations, and directives issued by these authorities at all times.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	38

2. Conduct all business activities with utmost integrity, honesty, and transparency upholding the highest ethical standards at all times. The broker shall act in the best interests of its clients, ensuring the provision of clear, accurate, and complete information. The broker shall strictly avoid, and shall not engage in, any actual or potential conflict of interest, and shall ensure that no situation arises which may impair its duty to act in the best interests of its clients. Any actual or potential conflict of interest shall constitute a breach of its regulatory obligations.
3. Perform a comprehensive needs assessment for each client, considering their unique individual circumstances including health status, financial capacity and specific coverage requirements, before recommending any health insurance product.
4. Provide clients with clear, comprehensive, and unbiased information regarding the health insurance products offered. This must include coverage details, exclusions, limitations, premium costs, and claims procedures and communicated in a language and manner the client can easily understand.
5. Present clients with an objective and fair comparison of available health insurance products from multiple insurers, clearly highlighting the key features and differences. A documented recommendation must be provided, justifying the selected product based on the client's specific needs and requirements.
6. Maintain the confidentiality of all client information, including personal, medical, and financial data, and shall not disclose such information to any third party without the client's explicit consent, except where disclosure is required by law or regulatory authority.
7. Ensure that all member and client-related information required for policy issuance, enrolment, and regulatory reporting is complete, accurate, and submitted in a timely manner. In instances where any such information is missing, incomplete, or requires clarification, the insurance

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	39

broker shall provide the requested details at the earliest possible time and, in any case, no later than seven (7) working days from the date of the request made by the insurance company. Failure to comply, resulting in delays in member enrolment or the uploading of the member register, shall constitute a breach of regulatory obligations. This includes, but is not limited to, the timely provision of accurate Emirates ID details for newborn members.

8. Establish a clear, transparent and accessible complaint handling procedure, ensuring prompt and fair resolution of client complaints. Comprehensive records of all complaints and their resolutions shall be maintained for regulatory review.
9. Maintain professional and ethical relationships with the insurers they represent, acting in a fair and transparent manner. The Insurance Brokers shall disclose any commissions, fees or any other forms of remuneration received from insurers in accordance with applicable regulations.
10. Ensure that all staff members receive adequate training on health insurance products, applicable regulations, and ethical standards, and maintain their professional competence through continuous professional development, meeting at a minimum the requirements specified under the Training and Competence section of this guideline.
11. Maintain accurate and complete records of all client interactions, policy details, transactions, and complaints, in full compliance with applicable regulatory requirements.
12. Maintain appropriate professional indemnity insurance to cover potential liabilities arising from professional negligence or errors and omissions in the course of conducting insurance brokerage activities.
13. Comply with all applicable anti-money laundering (AML) and Know Your Customer (KYC) regulations and procedures, including timely identification and reporting of any suspicious transactions to the relevant authorities.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	40

24. Branches of the Intermediaries

Establishment of Branches: The Insurance Broker may establish branches within the Emirate of Dubai, subject to obtaining prior approval from the CBUAE and the Dubai Health Authority (DHA), where applicable, and in full compliance with all applicable laws, regulations, and guidelines.

Branch Licensing and Registration: Each branch of the Insurance Brokerage shall be separately licensed and registered with the DHA, where applicable, and shall operate in full accordance with the terms and conditions of its respective license and registration.

Branch Management: The Insurance Broker shall appoint a qualified and experienced manager for each branch, who shall be responsible for overseeing the day-to-day operations of the branch and ensuring compliance with all applicable laws, regulations, and the Insurance Broker's internal policies and procedures.

Branch Operations: Each branch shall conduct its business in full compliance with the same ethical standards, regulatory requirements, and client service principles applicable to the Insurance Broker's head office.

Supervision and Control: The Insurance Broker's head office shall retain overall supervision and control over the operations of all its branches, including regular monitoring of their performance, regulatory compliance, and financial activities.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	41

Centralized Record Keeping: While each branch may maintain its own operational records, the Insurance Broker shall ensure that all essential records are ultimately consolidated and maintained at the head office to ensure centralized oversight, accessibility, and regulatory compliance.

Compliance with Regulations: All branches of the Insurance Broker shall comply fully with all applicable federal and local laws, regulations, rules, circulars, directives, and guidelines issued by the CBUAE, the DHA, and any other relevant regulatory authority having jurisdiction over the Insurance Brokers' activities within the Emirate of Dubai.

Communication with DHA: All official communication with the DHA regarding branch activities shall be conducted through the Insurance Broker's head office.

Branch Audits and Inspections: The Insurance Broker shall conduct regular internal audits of its branches to ensure adherence to its internal policies, procedures and applicable regulations. The Insurance Broker shall fully cooperate with the DHA in the conduct of any inspections or audits conducted at any branch location.

Branch Closure: The Insurance Broker shall obtain prior written approval from the DHA, where applicable, before closing any branch. The Insurance Broker shall also ensure that all client files and records are properly transferred or securely disposed of, in accordance with applicable regulations.

Display of License: Each branch shall prominently display its license and registration certificate, where applicable, at its premises.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	42

Branch Name and Signage: Each branch shall operate under the same name as the Insurance Broker's head office, and its signage shall conform to the regulations and standards issued by the relevant competent authorities.

Training of Branch Staff: The Insurance Brokers shall ensure that all staff members employed at their branches receive adequate training in health insurance products, applicable regulations, ethical standards, and AML/CFT compliance. Staff shall maintain their professional competence through continuing professional development, meeting at the minimum training requirements specified under the "Training and Competence" section of this guideline.

Complaints Handling at Branches: Each branch shall designate a point of contact for receiving client complaints. The Insurance Broker shall ensure that all complaints received at the branches are promptly addressed and resolved, and that records of these complaints are subsequently forwarded to the head office for proper regulatory reporting.

Liability of Head Office: The Insurance Broker's head office shall bear fully liability for the actions and omissions of all its branches and their employees.

25. Financial Accounting records for Insurance Brokers

Maintenance of Accurate Records: The Insurance Broker shall maintain accurate, complete, and up-to-date financial accounting records related to its health insurance business, in full compliance with generally accepted accounting principles and all applicable regulatory requirements including those prescribed by CBUAE and International Financial Reporting Standards (IFRS).

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	43

Segregation of Funds: The insurance broker shall maintain a clear segregation of funds received in connection with health insurance policies from its own operating funds, in compliance with applicable financial and regulatory requirements.

Record Keeping Requirements: The Insurance Broker shall maintain accurate, complete, and up-to-date records related to its health insurance business. These shall include detailed revenue records specifying the source, amount, and date of each transaction; commission records detailing the amount and basis of commissions earned per policy; reconciliation records; and comprehensive documentation of all expenses related to the health insurance business.

Access to Records: The Insurance Broker shall provide the DHA with prompt and complete access to its financial accounting records upon request, to facilitate regulatory oversight and compliance monitoring.

Internal Controls: The Insurance Broker shall establish and maintain robust internal controls over its financial accounting procedures to ensure the accuracy and integrity of its financial records and to prevent fraud, misappropriation of funds, or any other financial irregularities.

Currency: All financial transactions and records shall be maintained in UAE Dirhams (AED), unless otherwise approved.

Compliance with Anti-Money Laundering (AML) Regulations: The Insurance Broker shall comply with all applicable AML regulations and guidelines, including those related to record-keeping and reporting of suspicious transactions. This includes maintaining records of all financial transactions

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	44

related to health insurance policies in full compliance with the regulations and guidelines issued by the Central Bank of the UAE (CBUAE).

Data Security: The Insurance Broker shall implement appropriate data security measures to safeguard the confidentiality and integrity of its financial accounting records, both electronic and physical against unauthorized access, modification, or disclosure. These measures shall be in full compliance with the regulations and guidelines issued by the Central Bank of the UAE (CBUAE) and Federal Decree-Law No. 45 of 2021 on the Protection of Personal Data.

26. Information & Education

Every Insurance Broker shall support health insurance industry education initiatives aimed at promoting consumer awareness, and understanding of insurance among clients and the broader community. The insurance broker shall also make readily available to the clients:

1. Up to date information on insurance.
2. Information to assist insured to determine the level of insurance cover they may require.
3. Clear and comprehensive information about the health insurance products and services offered.
4. A summary of key terms, benefits, exclusions, and claims procedures.
5. Details of the client's rights and responsibilities under the policy.
6. Information on how to submit a complaint or escalate concerns to the relevant authority.
7. Every Insurance Broker shall display in each office where it conducts business and which is accessible to the public, a notice stating that a copy of the Code of Conduct is available upon request. The notice shall also inform the public that, should they wish to lodge a complaint or

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	45

seek assistance from the Authority in resolving a dispute, they may contact the Authority in writing.

8. An Insurance Broker, as defined under these regulations, shall not act as an insurance agent of any insurer.
9. Every Insurance Broker shall comply to all the applicable insurance laws, rules, regulations and directives governing their brokerage operations, as issued by the competent regulatory authorities.

27. Classes of Insurance Commission

Insurance Brokers must comply with the prescribed commission rates and structures applicable for each class of health insurance business, as detailed in the table below. Any commission arrangement that deviates from these pre-defined structures is strictly prohibited unless explicitly authorized in writing by DHIC.

Class of business	Commission to be negotiated
Group health insurance (151+ Members)	For a group or corporate client account that achieves a Gross Written Premium (GWP) of AED 3,000,000 (Three Million AED) or more at inception, the applicable commission rate shall be seven percent (7%)
	For a group or corporate client account that achieves a Gross Written Premium (GWP) of less than AED 3,000,000 (Three

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	46

Group health insurance (151+ Members)	Million AED) at inception, the applicable commission rate shall be eight percent (8%).
Individual health insurance and SMEs (less than 150 members)	The applicable commission rate shall be ten percent (10%) for all client accounts, regardless of the Gross Written Premium (GWP) achieved
Essential Benefits Plan	The applicable commission rate for all policies issued under the Essential Benefits Plan (EBP) shall be five percent (5%)

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	47

28. Introduction of Standardized Terms of Business Agreement (TOBA)

The Dubai Health Authority (DHA) is committed to promoting transparency, streamlining regulatory processes, and enhancing operational efficiency within the health insurance industry in the Emirate of Dubai. As part of this initiative, the DHA is introducing a standardized Terms of Business Agreement (TOBA) applicable to all brokers and insurers licensed by the Central Bank of the UAE (CBUAE) and DHA who are engaged in advising on, marketing, and/or selling health insurance in Dubai.

This standardized TOBA is designed to define the roles, obligations and responsibilities of each party, thereby fostering consistency, accountability and best practices across the market. This initiative underscores DHA's ongoing commitment to strengthening the regulatory framework and advancing a fair, transparent, and sustainable health insurance ecosystem.

Key Elements of the Standardized TOBA:

- Standardization:** A single, standardized TOBA will be implemented for all licensed brokers and insurers, ensuring consistency in contractual arrangements.
- Clarity of Obligations:** TOBA clearly defines the roles, responsibilities, and obligations of both Insurance Brokers and Insurance Companies, reducing ambiguity and potential disputes.
- Enhanced Transparency:** The TOBA promotes transparency in Insurance Broker compensation through mandatory commission disclosure to clients.
- Client Awareness:** Insurance Brokers are required to inform all clients about the TOBA requirements and the new DHA Insurance Broker commission disclosure rule.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	48

5. **Commission Disclosure:** Insurance broker must disclose to the regulator - Dubai Health Insurance Corporation (DHIC) through its designated online portal, the amount of commission received from an insurance company. This disclosure must be completed no later than **thirty (30) calendar days** from the date the payment is received by the broker. The broker must maintain a clear and detailed audit trail for all such transactions for regulatory review
6. **Compliance Certification:** Insurance Brokers must submit to the DHA with an External Auditor's Certified Report confirming their full compliance with the standardized TOBA

The draft standardized TOBA is attached as **Annexure 1** to this guideline.

29. Compliance Framework

Insurance Brokers are responsible for upholding the highest standards of ethical conduct and ensuring compliance with all applicable laws, regulations, and guidelines governing the health insurance brokerage in Dubai.

1. **Adherence to Regulations:** Insurance Brokers shall at all times comply with all applicable regulations, directives, and guidelines issued by the CBUAE and the DHA including any subsequent amendments or updates thereto.
2. **Terms of Business Agreement (TOBA) Compliance:** Insurance Brokers shall adhere to the terms and conditions stipulated in the standardized TOBA established by the DHA for broker-insurer relationships.
3. **Broker of Record Agreement (BORA) Compliance:** Compliance with the DHA's regulations and guidelines governing Brokers of Record Agreements (BORA) is mandatory for all Insurance Brokers.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	49

30. Risk Governance Framework

An Insurance Broker shall establish an appropriate Risk Governance Framework comprising policies, processes procedures, systems, and controls to enable the timely identification, measurement, evaluation, monitoring, reporting, and management or mitigation of material sources of risk.

The Risk Governance Framework shall address, among other key risks, the following areas:

- a. operational risk
- b. conduct risk
- c. insurance fraud
- d. cybercrime and cyberattacks
- e. money laundering and terrorist financing

An Insurance Broker shall identify and assess material risks in a manner that reflects the nature, scale, and complexity of its operations.

Insurance Broker shall establish and maintain mitigation plans for key material risks and ensure these risks are continuously monitored.

The Insurance Broker's Representatives hold ultimate responsibility for ensuring the effective implementation and oversight of the Risk Governance Framework.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	50

The Insurance Broker shall ensure that Risk Governance Framework shall:

- be kept current and up to date;
- undergo review at least annually; and
- be proportionate to the nature, scale, and complexity of the Insurance Broker's operations.

31. Business Continuity Plan

The Business Continuity Plan (BCP) is a documented framework that outlines the procedures and processes an Insurance Broker must follow to maintain or promptly resume its critical functions in the event of a disruptive incident. Such incidents may include but not limited to natural disasters, power outages, cyber-attacks, system upgrades, or other unforeseen internal or external events.

Insurance Brokers must submit their detailed approach for business continuity, including the following elements:

- Risk Assessment:** A comprehensive risk assessment identifying potential threats to the Insurance Broker's daily operations and evaluating the likelihood and impact of each threat.
- Business Impact Analysis:** A business impact analysis identifying the critical functions and systems that must be maintained or promptly resumed to minimize the impact on the Insurance Broker's clients and business operations. This should prioritize functions like client communication, policy placement, claims handling, and regulatory reporting.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	51

3. **Disaster recovery strategies:** Developing strategies to maintain or promptly resume critical functions and systems, including the use of backups, alternate worksites, and technology solutions.
4. **Emergency Response Plan:** A comprehensive plan outlining the procedures for responding to any disruptive event. This includes procedures for communicating with staff, clients, insurers, and regulatory authorities; activation of the BCP; coordination with internal and external stakeholders; and management of public relations.
5. **Relevant Policies:** Documented policies that define how the insurance broker will maintain business continuity in the event of internal or external disruptions impacting its ability to deliver services. These policies should address key issues like remote work arrangements, data security measures, client communication protocols and any other operational safeguards necessary to ensure uninterrupted service delivery.
6. **Process Flowcharts:** Visual representations of key business processes, including how these processes will be adapted or maintained during a disruptive event.
7. **Escalation Matrix:** A clear escalation matrix defining the chain of command and communication protocols for reporting and resolving issues during a business disruption. This should identify primary and secondary points of contact.
8. **Testing and Maintenance:** A documented plan for regular testing and maintenance of the BCP, including the execution of simulated disruptions and recovery exercises. The BCP must be reviewed and updated as necessary to reflect changes in the business environment, technology infrastructure, regulatory requirements, or risk landscape. The plan should also detail the procedures for staff training, clearly defining their roles and responsibilities in its execution of the BCP. Testing frequency should be defined and adhered to.
9. **Client Communication Plan:** A dedicated plan for maintaining effective communication with clients during a disruptive event. This plan shall outline how clients will be informed of any service

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	52

disruptions, provided with alternative contact methods, and advised on any necessary steps to maintain their insurance coverage. The plan should incorporate multiple communication channels such as email, website updates, and telephone outreach, to ensure timely and accessible information dissemination.

10. **Data Backup and Recovery Plan:** A specific plan detailing the procedures for backing up critical data, the frequency of backups, the location of backups (on-site and off-site), and the process for restoring data in the event of data loss or system failure. This should address both client data and business operational data.

32. Key Performance Indicators

Key Performance Indicators (KPIs) are measurable tools used to regularly monitor, evaluate, and enhance the performance of Insurance Brokers. They serve to ensure that Insurance Brokers meet regulatory standards, deliver high quality client service, and uphold ethical business practices. The DHA will measure these KPIs to assess Insurance Brokers' efficiency, effectiveness, transparency, and compliance, thereby fostering accountability and reinforcing trust within the health insurance ecosystem.

1. **Insurance Broker Complaints:** This KPI measures an Insurance Broker's adherence to DHA guidelines on complaint management and resolution, reflecting their commitment to client service and regulatory compliance. Performance will be evaluated based on DHA-DHIC Audit Findings / Reports.
2. **Compliance with Insurance Broker of Record Agreement (BORA) Guidelines:** This KPI assesses an Insurance Broker's adherence to DHA guidelines concerning BORA requirements for both brokers and clients. It reflects the Insurance Broker's understanding and implementation of BORA regulations, ensuring proper representation of client interests and

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	53

transparent handling of policy ownership. Performance will be evaluated based on DHA-DHIC Audit findings.

3. **TOBA Compliance:** This KPI evaluates an Insurance Broker's adherence to the requirements outlined in the TOBA established between Insurance Broker and payer. TOBA defines key aspects of the broker-payer relationship, including defined roles and responsibilities, member training protocols, commission disclosure, member onboarding procedures, performance reporting, and review mechanisms. This KPI measures how effectively Insurance Brokers are implementing and complying with these contractual obligations. For assessment purposes, a sample of five TOBAs will be reviewed and audited.
4. **Disclosure of Broker Commission to DHIC:** This KPI measures an insurance brokers compliance with DHIC requirements mandating the reporting of commission information to the regulator. Insurance brokers are obliged to submit commission-related information in a standardized format through the designated DHIC online reporting portal. This report must be accurate, complete and aligned with the prescribed timelines and template issued by DHIC. To assess adherence to this requirement, a sample of 5% of agreements reviewed and audited by DHIC.
5. **Broker Trainings and PHIR Requirements:** This KPI assesses an Insurance Broker's compliance with DHA guidelines regarding training requirements for Permitted Health Insurance Representatives (PHIRs). The DHA mandates specific training themes, durations, reporting procedures, and the maintenance of a PHIR register. This KPI measures the Insurance Broker's commitment to ensuring their staff possess the necessary knowledge and skills to operate effectively and ethically within the health insurance market.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	54

33. KPI Based Insurance Broker Quality Assessment & Classification Framework

Assessment dimension	Weight	Weight allocation based on audit findings
Broker Complaints	25%	a) 25% Insurance Broker is in full compliance with DHA guidelines on broker complaint management and resolution, based on DHA-DHIC Audit Findings. b) 20% when there is 1 violation to DHA regulations on Insurance Broker complaints management and resolution, based on DHA-DHIC Audit Findings. c) 15% when there are 2 violations to DHA regulations on Insurance Broker complaints management and resolution, based on DHA-DHIC Audit Findings. d) 0% when there are more than 2 violations to DHA regulations on Insurance Broker complaints management and resolution, based on DHA-DHIC Audit findings.
Compliance with Brokers of Record		a) 25% when Insurance Brokers is in full compliance with DHA Guidelines on BORA Requirements for Insurance Brokers and Clients, based on DHA-DHIC Audit findings.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	55

Agreement (BORA) Guidelines	25%	b) 15% when an Insurance Broker commits 1 violation of BORA Guidelines set by DHA on BORA Requirements for Insurance Brokers and Clients, based on DHA-DHIC Audit Findings c) 0% when an Insurance Broker commits 2 or more violations of BORA Guidelines set by DHA on BORA Requirements for Insurance Brokers and Clients, based on DHADHIC Audit Findings.
TOBA Compliance	25%	a) 25% when then all the 5 reviewed TOBAs are in full compliance with DHA guidelines. b) 20% when there are violations of TOBA requirements in 1 of the reviewed TOBAs. c) 15% when there are violations of TOBA requirements in 2 of the reviewed TOBAs. d) 0% when there are violations of TOBA requirements in 3 or more of the reviewed TOBAs
Disclosure of Broker Commission to Clients	10%	a) 10% when the disclosure of commission is done to all the reviewed agreements b) 0% when the disclosure of commission is not to all the reviewed agreements
Broker Trainings and PHIR Requirements	15%	a) 15% when the broker is in full compliance with DHA guidelines on broker training b) 0% when there are 1 or more violations with DHA guidelines on broker trainings

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	56

34. Broker Performance Tier System

The Broker Performance Tier System is a structured framework that classifies insurance brokers into performance tiers, based on a set of defined key performance indicators (KPIs). This system is designed to evaluate and recognize the overall performance of Insurance Brokers, identifying high-performing brokers while also highlighting areas requiring improvement. It promotes transparency, accountability, and continuous improvement across the sector for the benefit of both brokers and consumers. Brokers will be classified into tiers ranging from Platinum (highest) to Not Classified (lowest) providing a clear benchmark for performance and encouraging all brokers to strive for excellence.

Platinum: 80% and above - This tier represents the highest level of performance, demonstrating consistent excellence across all measured KPIs.

Gold: 70-79% - Insurance Brokers in this tier exhibit strong performance and meet majority of the key objectives.

Silver: 60-69% - This tier indicates satisfactory performance, though opportunities for improvement exist.

Bronze: 50-59% - Insurance Brokers in this tier demonstrate a need for improvement in several key areas to reach satisfactory performance levels.

Not Classified: 49% and below - Insurance Brokers falling into this category indicate significant deficiencies in their performance and require immediate action to address shortcomings and achieve compliance.

A sample broker tiering / classification illustration is attached as **Annexure 2**.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	57

35. Emiratization Strategies

Insurance Brokers operating in the Emirate of Dubai are required to fully comply with the provisions of Ministerial Resolution No. 279 of 2022, titled "Monitoring Mechanisms of Emiratization Rates in the Private Sector & Contributions Imposed on Non-Compliant Establishments," as published in the official gazette and effective from its date of publication. Insurance Brokers must adhere to the Emiratization rates stipulated within this ministerial resolution and remain responsible for monitoring and complying with any subsequent updates or amendments issued by the regulator concerning Emiratization requirements.

36. Permit Requirement

Any individual or entity engaged in insurance brokerage activities within or directed into the Emirate of Dubai, and meeting the definition of an Insurance Broker / intermediary, must obtain a valid permit from the DHA prior to commencing operations.

Health Insurance Brokers must obtain a valid permit by following the electronic application process available on the eClaimLink portal. This process, which includes the Health Insurance Intermediary Permit (HIIP) and Permitted Health Insurance Representative (PHIR) forms, outlines the current requirements for registration and must be completed in full.

Brokers are also required to follow the instructions and requirements published on the eClaimLink portal for permit renewals and to provide any additional supporting documents as may be requested by the DHIC Permit Department. All requirements and procedures are subject to periodic updates, and brokers are advised to regularly consult the portal to ensure ongoing compliance

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	58

37. Consideration of Permit Issuance

Applicant Qualifications and Disqualifications: The DHA will assess whether the applicant, along with its directors, officers, and key personnel, meet the required qualifications and is free from any disqualifications. Disqualifications include, but are not limited to a history of fraud, financial mismanagement, criminal convictions, involvement in legal proceedings related to professional conduct or financial activities, or any other factors that may impact their suitability and propriety to operate as an insurance broker.

Infrastructure and Resources: Whether the applicant possesses the necessary operational infrastructure, including adequate office space, appropriate equipment, qualified, experienced and trained personnel, and robust IT infrastructure, to effectively conduct health insurance brokerage activities.

Fit and Proper Assessment: Whether the applicant's directors, officers, key management personnel etc. are deemed "fit and proper" criteria as established by the DHA. The assessment will consider factors including but not limited to their professional background, integrity, financial responsibility and overall suitability to hold positions of oversight within a licensed insurance brokerage.

Code of Conduct Compliance: Whether the applicant and its personnel have demonstrated a clear commitment to adhering to the DHA's Code of Conduct for Healthcare Professionals and Facilities, and any other applicable ethical standards and regulatory guidelines governing the conduct of insurance brokers.

Business Activities: Whether the applicant's proposed business activities are consistent with the scope of an Insurance Brokers and comply with all applicable DHA regulations.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	59

Past Conduct and Compliance: Whether the applicant, its directors, officers, and key personnel have a history of compliance with relevant regulations and have not been subject to any disciplinary actions or sanctions by any regulatory authorities.

Other Relevant Factors: The DHA may also consider any other factors it deems relevant to the application, including but not limited to the applicant's business plan, proposed marketing strategies, and risk management framework.

38. Furnishing information, Clarification and Personal Representation

1. The DHA may request additional information, clarifications, or compliance with specific requirements from an applicant as part of the application review process. DHA may also request such information or compliance in relation to any other matter it deems necessary to ensure regulatory adherence and proper evaluation.
2. The DHA will provide specific timelines within which the applicant must submit the requested requirements, clarifications, or additional information.
3. The applicant shall appear before the DHA for a personal representation concerning the application if requested to do so.
4. The applicant shall bring to the notice of the Authority, on its own forthwith any additional information/or clarification, which may have a material bearing on the evaluation and consideration of its application.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	60

39. Payment of Fees and Consequences of Non-Payment

Applicants for an Insurance Brokers permit, and for permit renewals, are required to pay the prescribed fees of the DHA. The DHA will not consider any application for a permit or permit renewal unless the prescribed fees have been paid in full.

40. Term and Renewal of the Permit

The permit shall be valid for a period of one year and must be renewed annually to maintain active status. The licensee is responsible for initiating the renewal process and to ensure that the renewal application, along with all required documentation and applicable fees, is submitted to the DHA prior to the permit expiration date. The Insurance Broker must always maintain a valid and active license to lawfully operate.

41. Procedure for Non-Issuance of Permit Renewal

The DHA shall renew the Insurance Brokers permit only if the Insurance Brokers demonstrates compliance with all applicable regulations throughout their course of business.

Grounds for Refusal: DHA may refuse to renew an Insurance Broker's permit if the application fails to meet the conditions specified in the applicable DHA regulations and guidelines. Grounds for refusal may include but not limited to, deficiencies in qualifications, lack of financial soundness, poor compliance history, and failure to adhere to prescribed ethical and professional standards.

Opportunity to be Heard: Prior to refusing the renewal of a permit, the DHA shall provide the applicant with a reasonable opportunity to be heard and to present any evidence or arguments in

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	61

support of their renewal application. The DHA will issue a written notice outlining the specific reasons for the potential refusal and shall grant the applicant a reasonable timeframe within which to submit a response.

42. Qualification of Senior Management & Specialized Employees

Insurance Brokers must, at all times, ensure that their senior management and specialized employees meet the minimum qualification and experience requirements stipulated under the CBUAE Insurance Brokers' Regulations. These requirements are fundamental for upholding professional competence and maintaining the integrity of the insurance brokerage industry. It is the responsibility of the insurance broker to ensure ongoing compliance with these standards and to remain informed of any updates or amendments issued by the CBUAE or DHA.

43. Operations Manual

The Operations Manual for Insurance Brokers shall detail the following policies and processes, which are essential for compliant and effective brokerage operations:

Client Onboarding and Policy Placement: Detailed procedures for onboarding new clients, assessing their needs, recommending suitable insurance products, and placing policies with insurers. This should include documentation requirements, client consent procedures, and policy comparison processes.

Client Communication and Service: Establish clear protocols for communicating with clients regarding policy details, renewals, claims, and other inquiries. This should address acceptable communication channels (email, phone, in-person, digital platforms), standard response times, and

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	62

minimum client service standards to ensure timely, accurate and professional engagement. Brokers must also ensure that clients are informed of their rights and responsibilities and have access to support throughout the policy period.

Claims Assistance: Procedures for assisting clients with the claims process, including guidance on documentation, claim submission, and follow-up. This should outline the broker's role in facilitating claims between clients and Insurance Companies.

Policy Administration: Processes for managing client policies, including renewals, endorsements, cancellations etc. This should detail record-keeping requirements and procedures for handling policy changes during the policy or at renewal.

Complaint Handling and Appeals: A documented process for receiving, investigating, and resolving client complaints and appeals, in accordance with regulatory guidelines. This should include escalation procedures and timelines for resolution.

Compliance and Risk Management: Policies and procedures for ensuring compliance with all applicable laws, regulations, and guidelines, including those issued by the CBUAE and DHA. These policies should cover key compliance areas like Anti-Money laundering (AML), Know-your-Customer (KYC), Customer Due Diligence (CDD) procedures, Suspicious Activity Reporting (SAR), data protection, and identification and management of conflict of interest. Brokers must also implement internal controls and monitoring mechanisms to effectively mitigate regulatory and operational risks

Data Protection and Security: Policies and procedures to protect client data and ensure data security for all sensitive information. The measures should include secure data storage, access control protocols, regular data backups and disaster recovery plans. Additionally, brokers must

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	63

implement clear procedures for detecting, reporting, and responding to data breaches, in compliance with applicable data protection laws and regulatory requirements.

Financial Controls: Processes for managing Insurance Broker finances, including commission handling, and financial reporting.

Staff Training and Development: A structured plan for training and developing staff members on insurance products, regulatory requirements, compliance obligations, and client service best practices. This must include ongoing professional development and periodic training programs. At a minimum, the training provided shall comply with the training requirements specified in this document, or any subsequent updates thereto.

Record Management: Procedures for maintaining accurate and up-to-date records, including client files, policy documents, and financial records. This should detail record retention policies, access rights, and secure storage procedures.

Reporting and Disclosure: Processes for generating required reports to regulatory authorities and for disclosing necessary information to clients, including commission disclosures and policy details.

Relationship Management with Insurance Companies: Guidelines for managing their relationships with Insurance Companies, including communication protocols, procedures for policy placement and documentation of commission agreements. The manual should address identification and management of conflicts of interest and ensure transparency and fairness in all their interactions with insurance companies. All such relationships must be conducted in accordance with applicable regulatory requirements and ethical standards.

Business Continuity Plan (BCP): A documented plan outlining the procedures and processes the Insurance Broker will follow to maintain or quickly resume its critical functions in the event of a disruptive event, whether internal or external.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	64

Internal Audit and Monitoring: A framework for conducting regular internal audits and monitoring to assess compliance with policies and procedures and identify areas for improvement.

44. Reporting Requirement to DHIC

Health Insurance Brokers are required to submit a comprehensive annual report to the Dubai Health Insurance Corporation (DHIC) audit and permit department, covering the full calendar year, within 60 calendar days after the end of each year, unless otherwise specified under existing DHA circulars or notifications, in which case the respective prescribed timeline shall prevail.

The annual report must include the following components:

Market Activity Summary: Brokers shall report the total number of health insurance policies placed during the reporting year, clearly segregated by individual and corporate clients, along with a summary of business conducted with each payor, specifying the name of the insurer and the total premium volume generated

Commission and Remuneration Disclosure: Brokers shall disclose a detailed list of all commissions, bonuses, and incentives received from insurers during the reporting year, including non-financial benefits such as training sponsorships, gifts, travel, or hospitality, along with their estimated value and justification; the disclosure must also cover any benefits received directly or indirectly by broker employees or affiliated parties.

Complaints Log and Resolution Summary: Brokers shall provide a summary of all complaints received from policyholders or insurers during the reporting year, specifying the total number of complaints, their nature (such as mis-selling, service delays, or non-disclosure, Fraud etc.), the actions taken for resolution along with corresponding timelines, and any escalations made to or by the regulatory authority

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	65

Compliance and Conflict of Interest Report: Brokers shall submit a report verified by the broker's compliance officer confirming adherence to all applicable DHA/DHIC regulations, including a review of actual or potential conflicts of interest and the measures implemented to mitigate them, an assessment of client agreements and disclosure practices to ensure transparency and fairness, and a corrective action plan to address any identified areas of non-compliance.

Training and Staff Licensing Record: Brokers shall provide a record of all registered and permitted health insurance representatives (PHIRs) under their license, including confirmation of each representative's valid license and current status, details of training and continuing professional development activities conducted during the reporting year, and confirmation that all training initiatives were aligned with the minimum standards prescribed in the applicable DHA circulars / in this guideline

Client Servicing & Operational Controls: Brokers shall report on the internal quality assurance mechanisms established to ensure proper advising and onboarding of clients, disclose the technology platforms utilized for customer interaction and policy placement, and provide details of any third-party service providers engaged in performing core insurance functions

Continuity of Existing Reporting Obligations: Any other periodic reports already mandated under specific DHA/DHIC circulars or notifications (e.g., quarterly activity reports, Complaints, FWA, PHIR license renewals, etc.) must continue to be submitted as per their respective timelines and formats

45. Data Protection

Insurance Brokers shall establish, implement and maintain a formal documented policy on data protection and confidentiality, which shall, at a minimum, address the following:

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	66

Data Access Controls: Procedures to restrict access to sensitive data, including client information and policy details and records, based on defined roles and responsibilities. Such controls shall include robust user authentication, authorization protocols, and periodic access reviews.

Data Protection: Comprehensive measures to protect data against unauthorized access, use, disclosure, alteration, or destruction. This should encompass physical security, technical controls (e.g., encryption, firewalls), and administrative safeguards.

Data Storage and Backup Procedures: Defined procedures for secure storage of data , including data retention policies, backup frequency, offsite storage arrangements, and tested data recovery processes addressing both electronic and physical records.

Client Data Confidentiality: Specific protocols for maintaining the confidentiality of client information, including procedures for secure handling sensitive data, compliance with applicable privacy regulations, and ensuring staff adherence to confidentiality obligations.

The Insurance Broker's data protection policy must demonstrate full compliance with all applicable data security laws and regulations issued by both the Federal and Dubai Governments. This includes Federal Law No. 2 of 2019 on the Use of Information and Communication Technology in the Health Field along with any amendments or updates issued from time to time.

Insurance Brokers shall maintain all operational data, including client records, policy documentation, and transaction data, for the duration of the longest retention period specified by the DHIC-DHA, MOHAP, and applicable federal regulations.

In addition, the Insurance Broker shall:

1. Not disclose, share, exchange, or transmit any confidential client information to any third party without obtaining proper authorization, except where such disclosure is required by applicable laws or regulatory authorities.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	67

2. Ensure that all business communications involving client or policy data are conducted exclusively through approved official communication channels. The use of personal or unofficial email accounts or communication platforms for such purposes is strictly prohibited.
3. Establish and maintain procedures for the timely identification, escalation, reporting, and documentation of any data breach or suspected misuse of confidential information.
4. Ensure that any failure to comply with the above requirements shall be subject to regulatory review and audit, and may result in the imposition of enforcement actions, penalties, or other regulatory measures, as deemed appropriate by the competent authority.

46. Complaints Handling

Insurance Brokers shall maintain a formally documented complaints handling procedure in full compliance with the relevant DHA guidelines on complaints handling. Insurance Brokers shall record all complaints received in relation to their health insurance business, including the nature of each complaint, the resolution process undertaken, and the outcome.

The complaints handling procedure must include a clearly documented process for the escalation of complaints received from clients, insurance companies, or other relevant parties. It should also detail the mechanisms by which the complainants will be kept informed of the status and progress of their complaint throughout the resolution process.

Insurance Brokers shall submit their comprehensive complaints handling framework including:

Relevant Policies: Documented policies for how complaints are raised, logged, assessed, and resolved. This should include how the complainant is kept informed of the status and progress of their complaint.

Process Flowcharts: Visual representations of the complaint handling process.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	68

Escalation Matrix: A clear escalation matrix defining the chain of command and communication protocols for handling complaints.

Insurance Brokers shall submit an annual report covering the calendar year to the Dubai Health Insurance Corporation, Dubai Health Authority, no later than 7th January of the following year. This report shall summarize complaint data, including the number of complaints received, their nature, resolution times, and any trends identified.

Insurance Brokers are committed to the prompt, fair and efficient resolution of all complaints and grievances and strictly prohibit any form of retaliation against individuals who submit a complaint or grievance in good faith, or who participate in the investigation of a complaint or grievance. Acts of retaliation shall be treated as a serious breach of professional conduct and will be subject to appropriate disciplinary action.

47. Fraud, Waste, and Abuse Prevention

Insurance Brokers shall establish and maintain an effective system to detect, prevent, control, and mitigate fraud, waste, and abuse within their operations. They must provide evidence of the measures and internal controls implemented to address and reduce the risk of FWA.

Insurance Brokers shall be held liable for any acts of fraud, waste, or abuse committed by their employees or associates while performing their designated duties.

Insurance Brokers shall provide the DHIC with a detailed quarterly report on any known or suspected cases related to fraud, waste, and abuse. This report should include description of the incident/s, the individuals involved (if identified), the remedial measures taken to address the issues, and any preventative measures implemented to reduce the likelihood of recurrence.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	69

48. Training & Competence

The DHA mandates that all health insurance personnel employed by an Insurance Broker, irrespective of their role (including but not limited to operations, sales, client servicing, and insurer/client liaison), must complete a minimum of forty (40) hours of structured training each calendar year.

To meet this obligation, every Insurance Broker must establish and maintain a formal Training and Competence program that at a minimum follows the below schedule:

No	Training Area	Training Duration and Periodicity	Training status
1	Minimum requirements on ethical broker practices	4-6 hours, to be renewed annually	Mandatory
2	Understanding Health Insurance Products	28-32 hours, to be renewed annually	Mandatory
3	a) Health Insurance Plan Servicing b) Pre-enrolment up to the renewal processes		
4	Regulatory and Compliance Training	4-6 hours, to be renewed annually	Mandatory

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	70

The mandatory forty (40) hours of annual training for health insurance personnel employed by Insurance Brokers must, at a minimum, encompass the following key areas:

No	Training Areas	Training Topics
1	Minimum requirements on ethical broker practices	- Understanding of (a) the Federal Decree-Law No. (48) of 2023 Regulating Insurance Activities and (b) the CBUAE's Insurance Brokers' Regulation effective 15 February 2025 - Contract Certainty Assessment - Report Misconduct Effectively – How to “whistle blow” effectively - Identification of and addressing Conflicts of Interest - Essentials of Data Protection and Privacy - Errors and Omission Insurance - Fraud Legislation and Fighting Fraud - Identification of Financial Crime - Anti-money laundering - Sanctions
2	Understanding Health Insurance Products	- Different types of health plans – EBP, LSB Enhanced, SME, Individual and Group - Coverage options and benefits – Continuity of cover requirements, BASMA, Essential Health Benefits, EJADA and other reimbursements and health services reforms

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	71

		- Policy terms and conditions – Copayment, Premiums, Sub-limits, Plan Limits, and other Terms and Conditions - Network providers and their roles – Network options, coverage within UAE and international coverage
3	Health Insurance Plan Servicing – Pre-enrolment up to the renewal processes	I. Enrollment Procedures - Format of enrollment requests - Data collection and privacy standards - Enrollment processing – timelines and notifications - Process of new member endorsements - Disenrollment processes II. Communication and Marketing - Data privacy - Overview of the material presented to members - Description of general rules and requirements for Communication and Marketing - Information on how to access and use the table of benefits, Network, Inclusions and Exclusions, Notification of change in coverage or network III. Standards for Communication and Marketing – Inappropriate/ Prohibited Activities

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	72

		▪ Broker conducted health screenings, health education and wellbeing programmes, ▪ Providing cash/ monetary rebates to members ▪ Making unsolicited contact IV. Potential consequences of engaging in prohibited marketing and communication activities: ▪ Disciplinary action (e.g. warnings and fines) ▪ Termination ▪ Forfeiture of future commission V. Sales and customer service skills: ▪ Appropriate promotion of educational events ▪ Effective and approved communication techniques ▪ Building rapport with clients ▪ Identifying customer needs and matching them with suitable products ▪ Handling objections and closing sales ▪ Handling complaints VI. Technology and Software Proficiency ▪ Familiarity with insurance management software
--	--	--

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	73

		- Using online quoting tools and comparison platforms - Data security and privacy best practices
4	Regulatory and Compliance Training	I Broker compensation - Commission eligibility - Definition of Commission - Commission types - Guidance on commission payments - Commission disclosure requirements II Ethical Standards and Practices for Brokers - Ethical Broker practices – premium collection, discounts, commission disclosure etc. - Client communication and transparency - Identifying and preventing fraud - Disclosure of member pre-conditions and risk management considerations

Training Program Oversight and Compliance: The DHA reserves the right to periodically review, update and revise the prescribed training content and/or minimum duration requirements as deemed necessary to enhance regulatory standards and improve market practices. Insurance Brokers must ensure full compliance and adherence with all mandated training areas and specified training duration for all registered PHIRs.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	74

Training Plan Submission and Approval: Insurance Brokers shall submit their annual training plans to the DHA for review and prior approval. These plans must clearly demonstrate adherence to the mandatory training framework and fulfillment of the minimum 40-hour annual training for all registered PHIRs.

Training Log Review: The DHA will review training logs to verify that all registered PHIRs fulfill the annual training requirements. Insurance Brokers must maintain accurate and up-to-date training logs for each PHIR.

Independent Audit and Reporting: Insurance Brokers shall submit a certified report from an independent external auditor confirming the completion and compliance of training requirements for all PHIRs in relation to health insurance products. This report will be subject to review by the DHA, which reserves the right to conduct further audits or request additional documentation as deemed necessary.

Training Plan Audit: The DHA will audit Insurance Brokers' training plans annually to ensure they incorporate the required 40 hours of training in each specified training area.

Periodic Training Duration Review: The DHA will periodically review and audit the training duration for all registered PHIRs to ensure compliance with the prescribed timing objectives.

Consequences of Non-Compliance: Any non-compliance with existing regulations identified by the DHA may result in warnings, penalties, and fines for the Insurance Broker. In cases of severe or repeated non-compliance, the DHA may suspend the Insurance Broker's license.

Discretionary Enforcement: The degree of warnings, penalties, and fines issued by the DHA will be at its discretion and commensurate with the severity, nature, and risk of non-compliance.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	75

49. Communication

Client Communication: The Insurance Broker must demonstrate an active and highly efficient client communication program that ensures timely, accurate and comprehensive dissemination of information. The program must specify the frequency, content and channels of communication used including but not limited to email, phone calls, SMS, WhatsApp, mobile apps and secure client portals. Communication must cover key areas such as policy details, claims processes, renewals, complaints handling procedures and any other relevant information. The Insurance Broker shall maintain complete and auditable records of all client communications.

Transparency and Disclosure: The Insurance Broker shall maintain transparent and open communication with clients by providing clear, accurate and comprehensive information regarding health insurance products, including policy terms and conditions, coverage details, limitations, exclusions, premium costs and claims procedures. The Insurance Broker must also disclose any actual or potential conflicts of interest that may affect the client's decision making. All communications must be delivered in a format and language that is easily understood by the client, ensuring they are fully informed of their rights and responsibilities under the policy

50. Commitment to Regulatory Compliance

The Insurance Broker shall remain fully committed at all times to complying with all applicable laws, regulations, circulars, guidelines and directives issued by the CBUAE and DHA. This commitment includes but not limited to all regulatory requirements governing health insurance broking activities within the UAE and specifically within the Emirate of Dubai.

The Insurance Broker acknowledges that these regulations are subject to change and updates from time to time and accepts full responsibility for staying informed of and compliant with any such

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	76

revisions. This commitment extends to all aspects of the Insurance Broker's operations, including but not limited to:

- Licensing and registration requirements
- Conduct of business rules
- Financial regulations
- Data protection and privacy
- Client communication and transparency
- Training and competence requirements
- Complaint resolution mechanisms
- Advertising and marketing practices
- Record-keeping obligations
- Reports etc.

The Insurance Broker further acknowledges that non-compliance with the applicable regulations, directives and guidelines may result in disciplinary actions as deemed appropriate by CBUAE and/or the DHA. Such actions may include but not limited to, formal warnings, administrative penalties, monetary fines, and potentially the suspension or revocation of the Broker's license.

The Broker bears full responsibility for establishing, implementing and maintaining effective internal controls, governance frameworks and operational procedures to ensure ongoing compliance with all regulatory obligations.

51. Document and Process Management

The Insurance Broker shall establish and maintain effective document and process management systems commensurate with the scale and complexity of its operations. These systems must ensure

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	77

the secure, systematic and traceable handling of all documents and data related to health insurance policies, client information, and other relevant business transactions.

The Insurance Broker must implement documented policies and procedures addressing, at a minimum, document retention, archiving, data security measures, data confidentiality and procedures for secure disposal of records. The Insurance Broker shall be able to demonstrate to the DHA, upon request, the existence, implementation and operational effectiveness of these systems and procedures.

52. Violations and Disciplinary Actions

Insurance Brokers operating in the Emirate of Dubai are subject to penalties and disciplinary actions for any violations of applicable regulations, including those issued by the DHA and the CBUAE. The specific penalties or disciplinary actions for non-compliance will depend on the nature and severity of the violations. These actions may include, but are not limited to:

- Warnings
- Financial penalties / fines
- Suspension of license
- Revocation of license

The DHA has the authority to investigate complaints against brokers and take disciplinary actions as necessary to ensure compliance with all applicable regulations. Insurance Brokers must understand and comply with all relevant regulations to avoid penalties and maintain their license to operate. The DHA will determine the appropriate disciplinary action based on the specific circumstances of each violation, considering factors such as the severity of the non-compliance, the impact on clients, and the broker's history of compliance.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	78

53. Suspension or Revocation of Insurance Broker Permit/Registration

The DHA may elect to suspend or revoke an Insurance Broker's permit/registration if the Broker:

Violates Laws and Regulations: Has violated any provisions of applicable laws, regulations, standards, or directives issued by the DHA or the CBUAE.

Non-Compliance with Permit/Registration: Has failed to comply with the terms and conditions stipulated under the issued permit or certificate of registration.

Breach of Agreements: Has violated the provisions of any agreement between the Broker and an insurance company or any other relevant party.

Failure to Renew: Has failed to renew their permit or certificate of registration within the required timeframe.

Financial Instability: Is found to be in a financial position that adversely impacts its ability to maintain the required performance standards and ensure business continuity to provide uninterrupted service delivery. This includes situations where the Insurance Broker's financial condition has significantly deteriorated impairing its operational effectiveness or raising concerns regarding its ongoing viability.

Insolvency or Liquidation: Is under liquidation, adjudged as bankrupt, or declared insolvent.

Misrepresentation or Fraud: Furnished false or misleading information or willfully concealed or failed to disclose material facts in connection with the application for issuance or renewal of permit/registration, where such non-disclosure, misrepresentation, or fraudulent conduct formed the basis for granting the permit or registration.

Non-Cooperation with Investigations: Did not cooperate with any inspection, audit, or inquiry conducted by the DHA or its authorized representatives.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	79

Failure to Resolve Complaints: Failed to adequately address and resolve complaints raised by Insurance Companies, policyholders, or network providers, or failed to provide a timely and satisfactory response to the DHA regarding such complaints.

Misconduct: Has engaged in behavior that constitutes misconduct or is inconsistent with the applicable laws, regulations and professional standards in the UAE, including violations of the Code of Conduct issued by the DHA.

Violation of Conditions: Violated any conditions imposed at the time of granting or renewing a permit/registration.

Failure to Fulfill Obligations: Did not carry out its obligations as specified in applicable laws and regulations.

Funds Diversion: Has been established solely to divert or siphon funds within a group of companies or their associates.

Failure to Commence Business: Has failed to commence operations within 6 months from the date of issuance of the initial permit/registration.

Unpaid Fees or Fines: Fails to respond to or settle any amounts due to the DHA, including but not limited to outstanding fees or fines, without a justified reason or prior approval from the DHA.

Involvement in Incidents: Is involved in any incident, activity or situation that in the opinion of DHA necessitates regulatory action to safeguard the integrity of the health insurance sector and ensure compliance

Failure to Furnish Information: Fails to furnish relevant information relating to their activities as an insurance broker as required by DHA.

Failure to Submit Report: Does not submit periodical reports as required by the DHA.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	80

Rebates and Inducements: Indulges in rebates or inducements in cash or kind to a client or any of the client's directors or other employees or any person acting as an introducer, except as permitted under applicable regulations.

Failure to Maintain Capital Requirements: Fails to maintain the required capital, net-worth, and statutory deposits as stipulated under the applicable regulations thereby jeopardizing its financial stability and regulatory compliance.

Multi-Level Marketing: Undertakes multi-level marketing for soliciting and procuring insurance policies.

54. Suspension/Revocation Without Prior Notice

The DHA may, without prior notice or hearing, suspend or revoke a Broker's permit/registration, if the DHA determines, based on credible evidence, that there exists an imminent and substantial risk of harm to the safety, health, or financial well-being of consumers. Such a risk may arise from, but is not limited to, the Broker's actions, inactions, or the condition of its operations, and must be of such nature as to necessitate immediate intervention to prevent irreparable harm or if the Insurance Broker:

- has engaged in, or is about to engage in, conduct that poses a significant risk to the integrity of the health insurance market; or
- has obstructed or is actively obstructing an investigation by the DHA; or
- has been convicted of a crime involving fraud, dishonesty, or moral turpitude; or
- Such other urgent and critical circumstances exist that, in the DHA's sole discretion, necessitate immediate action to protect the public interest.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	81

55. Amalgamation, Merger & Acquisition and Transfer of Business

No Insurance Broker shall undertake any scheme of amalgamation, merger, acquisition, or transfer of business (whether wholly or partly) except in accordance with these Regulations and after obtaining the necessary approvals from the CBUAE and the DHA.

- An Insurance Broker must not merge, amalgamate, or enter a joint venture with any Person/entity without the prior written approval of the CBUAE. Applications for CBUAE approval shall comply with CBUAE's relevant regulations and requirements.
- Following receipt of CBUAE approval, the Insurance Broker must obtain prior written approval from the DHA before implementing any scheme of amalgamation, merger, acquisition, or transfer of business. Applications for DHA approval shall comply with these Regulations and any relevant guidelines or directives issued by the DHA.
- No scheme or transfer of business, whether wholly or partly, shall be implemented by an Insurance Broker where, notwithstanding such transfer, the transferor continues to act as an Insurance Broker under these Regulations, unless the prior written approval of the DHA is obtained.
- No scheme or transfer of business shall be implemented by an Insurance Broker where such transfer results in the voluntary surrender of registration by the transferor, unless the prior written approval of the DHA is obtained.
- The DHA may issue such directions as it deems fit, considering the specific nature of the health insurance business, the facts and circumstances of each case, its regulatory objectives, the interests of health insurance policyholders, and the orderly growth of the health insurance sector, in relation to any sequencing of measures involved in a scheme being approved by it.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	82

DHA's powers include, but are not limited to, specifying conditions, timelines, and required documentation for any proposed amalgamation, merger, acquisition, or transfer of health insurance brokerage business.

- Failure to comply with these Regulations may result in regulatory action by the DHA, including but not limited to, fines, suspension, or revocation of the Insurance Broker's license.

56. Voluntary Surrender of certificate of registration

An Insurance Broker may voluntarily surrender its certificate of registration by submitting a written application to the DHA and obtaining approval from both the DHA and the Central Bank of the UAE (CBUAE), subject to the conditions and procedures outlined in these Regulations.

The Insurance Broker shall submit a formal application to the DHA for voluntary surrender of its certificate of registration, which shall include the following:

- A letter explaining the reasons for the voluntary surrender and providing a detailed plan for the orderly closure of the brokerage business, including the handling process of existing client policies.
- A certified copy of the resolution of the Board of Directors recording the reasons for the surrender of registration / Written approval of the voluntary surrender decision from all partners or shareholders, as applicable.
- Clearance letters from all insurance companies with which the Insurance Broker has active agreements, confirming the termination of such agreements and the absence of outstanding liabilities.
- Confirmation from the Principal Officer stating that no new business will be placed from the date of submission of the application for surrender of registration.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	83

- An undertaking from the Directors of the Company to ensure the continued servicing of existing clients whose policies are in force until suitable arrangements are made for the transfer of those contracts to another registered broker or insurer, as approved by the DHA. The Directors shall diligently pursue the prompt and orderly transfer of such contracts and shall cooperate fully with the receiving broker or insurer.
- Confirmation from the auditor of the Insurance Broker that there are no outstanding liabilities towards insurance companies or clients, or that all such liabilities have been fully settled.
- Proof of payment of annual fees for all preceding financial years up to the date of application.
- Any other information or documentation required by the DHA.
- The DHA shall review the application, including the submitted documents, the CBUAE approval, and any objections received. The DHA reserves the right to request additional information or clarification from the Insurance Broker as deemed necessary to complete the assessment.
- Upon approval of the voluntary surrender and revocation of the certificate of registration, the Insurance Broker shall immediately cease conducting any new insurance brokerage business.
- Notwithstanding the voluntary surrender of registration, the Insurance Broker remains obligated to fulfill its responsibilities to existing policyholders in accordance with applicable laws and regulations, including the undertaking provided by the Directors.

57. Effect of Revocation, Suspension, Voluntary Surrender, or Non-Renewal of Insurance Broker Registration

Cessation of Business: Effective from the date of the order issued by the DHA revoking, suspending, or denying the renewal of the Insurance Broker's registration, or upon the effective date of a voluntary surrender, the Insurance Broker shall immediately cease conducting any new insurance brokerage business, unless otherwise specified in the order.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	84

Notification to Insurers and Clients: The Insurance Broker shall immediately notify all insurers with which it has active agreements and all affected clients, advising them of the revocation, suspension, non-renewal, or voluntary surrender and the plan for the transfer of their policies and services to another registered broker or insurer directly. All notices shall include contact information for the Insurance Broker (or designated representative) to assist with the transfer process.

Transfer of Client Policies and Records: The Insurance Broker shall cooperate fully with the DHA and/or designated successor broker and/or insurer to ensure a seamless transfer of all client policies, records (including but not limited to policy details, claims history, and contact information), and any other relevant documentation necessary for the continued servicing of the clients. This transfer must be completed immediately upon the effective date of the revocation, suspension, non-renewal, or voluntary surrender of the broker's permit, or within any alternative timeframe as otherwise specified by the DHA.

Handling of Pending Transactions: The Insurance Broker shall diligently process and resolve all pending transactions, including but not limited to policy renewals, claims, and commission refunds, in accordance with applicable regulations and within timelines specified by the DHA. Any unresolved transactions shall be clearly documented and transferred to the successor.

Cooperation with DHA: The Insurance Broker shall cooperate fully with the DHA in all matters related to the revocation, suspension, non-renewal, or voluntary surrender of its registration, including providing access to records, responding to inquiries, and complying with any directives issued by the DHA.

Use of Name: Where a registration of an Insurance Broker is revoked or cancelled or where the Insurance Broker is denied renewal or where the Broker voluntarily surrenders registration, the company shall not carry the words "insurance broker" or any similar designation in its name.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	85

Financial Obligations: The Insurance Broker remains responsible for all outstanding financial obligations to insurers, clients, and other parties, even after the revocation, suspension, non-renewal, or voluntary surrender of its registration. The DHA may require the Insurance Broker to provide proof of financial solvency and a plan for the settlement of all outstanding obligations.

Policyholder Protection: Notwithstanding the revocation, suspension, non-renewal, or voluntary surrender of registration, the Insurance Broker remains obligated to fulfill its responsibilities to existing policyholders until their policies are transferred to a successor, in accordance with the regulations.

58. Disputes

Dispute Resolution Mechanism: Any dispute arising between the Insurance Broker and an insurer, client (insured or beneficiary), healthcare provider, or any other party, specifically related to health insurance services governed under the DHA regulatory framework, may be referred to the DHA by the aggrieved party. The Insurance Broker shall cooperate fully with the DHA throughout the dispute resolution process.

Reporting Disputes to DHA: The Insurance Broker shall maintain comprehensive records of all health insurance-related disputes documenting the nature of the dispute, the parties involved, the specific health insurance policy or service in question, and the status of the resolution process. The Insurance Broker shall report to the DHA any material health insurance-related disputes that may impact its operations, reputation, or compliance with DHA regulations, or otherwise in accordance with the applicable DHA regulations and circular.

Internal Dispute Resolution: The Insurance Brokers shall establish and maintain a readily accessible and transparent internal dispute resolution mechanism specifically designed to handle complaints and disputes related to health insurance services promptly and fairly. Clients, the

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	86

Insurance Companies, and healthcare providers shall be informed of this mechanism and encouraged to utilize it before referring the dispute to the DHA.

Cooperation with DHA Investigations and Inquiries: Upon receipt of a complaint or representation related to health insurance services, the DHA reserves the right to examine the complaint and, if warranted, conduct an inquiry, inspection, or investigation in accordance with its regulations and procedures. The Insurance Broker shall fully cooperate with the DHA in any such inquiry, inspection, or investigation, providing all necessary information, documentation (including client records, policy documents etc.), and personnel promptly and completely. This obligation includes cooperating with DHA's designated dispute resolution committees or assigned regulatory bodies.

Compliance with DHA Decisions and Directives: The Insurance Broker shall comply promptly and fully with all decisions, directives, and instructions issued by the DHA in relation to any health insurance-related dispute, inquiry, inspection, or investigation, including those related to compensation, corrective actions, or changes to internal procedures.

Mediation and Arbitration: The Insurance Broker may, with the consent of all parties involved and subject to DHA approval, explore alternative dispute resolution methods, such as mediation or arbitration, to resolve health insurance-related disputes before or in conjunction with referring the matter to the DHA. Any such agreement to use alternative dispute resolution must be given in writing and in compliance with DHA regulations.

No Waiver of Rights: Nothing contained in this guideline shall be construed as waiving or limiting the right of any party to refer to a health insurance-related dispute to the DHA. Furthermore, all parties retain the right to pursue any other legal remedies available to them under applicable laws and regulations.

Governing Law and Jurisdiction: The resolution of any health insurance-related dispute under this guideline shall be governed by and construed in accordance with the laws of the United Arab

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	87

Emirates, the Emirate of Dubai, and the specific regulations and guidelines issued by the DHA. Any legal proceedings related to such a dispute shall be subject to the exclusive jurisdiction of the competent courts in Dubai.

This guideline is intended to provide guidance on the interpretation and application of DHA regulations. While every effort has been made to ensure consistency, in the event of any conflict or inconsistency between this guideline, and the officially issued DHA regulations, circulars, and directives, the provisions of the latter shall prevail.

59. Inspection and Audit

The DHA, with or without prior notice, may appoint one or more of its officers or designate qualified individuals as the "Inspecting Authority" to conduct inspections and audits of the Insurance Broker's business operations, premises, books of accounts, records, and documents.

The purposes of such inspections may include, but are not limited to:

- Verifying compliance with these Regulations, the Insurance Law, and other applicable laws, regulations, directives, and circulars issued by the DHA and other relevant authorities
- Ensuring that the Insurance Broker maintains its books of accounts, records, and documents in the manner required by applicable regulations and generally accepted accounting principles.
- Investigating complaints received from insureds, insurers, other insurance brokers, or any other party regarding the Insurance Broker's activities.
- Conducting investigations, on DHA's own initiative, into the operations and affairs of the Insurance Broker in the interest of the proper development of the insurance business, the protection of policyholders, or the preservation of market integrity.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	88

The Inspecting Authority shall have the right to:

- Access and inspect the Insurance Broker's premises, including any offices, branches, or data centers
- Examine and copy any books of accounts, records, documents (whether physical or electronic), correspondence, contracts, and other materials relevant to the Insurance Broker's business operations.
- Interview the Insurance Broker's directors, officers, employees, and agents.
- Request and obtain any information or explanation deemed necessary for the purposes of the inspection

Conduct of Inspection: The inspection shall be conducted in a reasonable and professional manner, with due regard for the Insurance Broker's business operations. The Inspecting Authority shall provide the Insurance Broker with a written report summarizing the findings of the inspection.

Cooperation by the Insurance Broker: The Insurance Broker shall fully cooperate with the Inspecting Authority and provide all necessary assistance, access to information, and explanations requested by the Inspecting Authority. Obstruction or refusal to cooperate with an inspection may result in regulatory action by the DHA.

Confidentiality: Information obtained during an inspection shall be treated as confidential by the Inspecting Authority, except as required by law or as necessary for the purposes of the inspection or regulatory action.

Remedial Action: Following an inspection, the DHA may require the Insurance Broker to take remedial action to address any identified deficiencies or non-compliance issues. The Insurance Broker shall submit a plan of action to the DHA outlining the steps it will take to rectify the issues within a specified timeframe.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	89

60. Resolution of Interpretative Issues

The DHA may issue clarifications or additional guidelines, as deemed necessary, to address and resolve any ambiguities, doubts or challenges in the interpretation or application of this guideline.

61. Nomenclature of Insurance Brokers

“Nomenclature,” for the purposes of these guideline, refers to the official naming and classification system established by the authority for Insurance Brokers operating in the Emirate of Dubai.

Mandatory Nomenclature: All registered Insurance Brokers in the Emirate of Dubai shall include the phrase "Insurance Broker" or "Health Insurance Broker" (or their approved Arabic equivalent) in their registered business name. This requirement aims to distinguish them from other entities involved in the insurance sector.

Application Requirement: Applications for registration as an Insurance Broker will not be considered complete or approved unless the proposed business name complies with the nomenclature requirements specified above.

Disclosure of Registration Details: Registered Insurance Brokers shall prominently display their approved business name, registered and principal business addresses in Dubai, registration number, registration validity period, and contact details (telephone, email, website) in all communications with stakeholders (including clients, insurers, and counterparties), both physically and digitally.

Prohibition of Unapproved Names: Insurance Brokers shall not use any business name, trading name, or other designation in their correspondence, marketing materials, or other documentation without prior written approval. This includes any variations or abbreviations of their registered name.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	90

Penalties for Non-Compliance: Failure to comply with the provisions of these nomenclature requirements may result in regulatory action, including but not limited to, warnings, fines, suspension, or revocation of an Insurance Broker's registration, as determined by the DHA.

62. Internal control and systems

Each Insurance Broker, operating in the Emirate of Dubai, shall implement and maintain a comprehensive system of internal controls and audits appropriate to the scale, scope, and complexity of its business activities. These systems shall be designed to ensure:

- The accuracy and reliability of financial and operational records
- Compliance with all applicable laws, regulations, and regulatory requirements
- The safeguarding of funds and sensitive information
- The effectiveness and efficiency of business operations
- The identification and mitigation of risks

63. Co-broking

Co-broking is not permitted for health insurance policies issued to individuals or Group businesses in the Emirate of Dubai. However, large corporate clients with multinational operations may apply to the DHA for an exception to the co-broking prohibition. Such applications must demonstrate a clear need for co-broking due to the client's complex international structure and risk profile. The DHA shall have sole discretion in granting or denying such exceptions.

In cases where the DHA grants an exception for co-broking health insurance for large corporates, the following conditions shall apply:

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	91

Registered Brokers: Each Insurance Co-Broker involved must be a registered insurance broker holding a valid certificate of registration.

Remuneration Limits: The total remuneration shared among all Insurance Co-Brokers shall not exceed the limits specified in the applicable regulations.

Client Instructions and Consent: The Insurance Company shall follow the client's written instructions regarding the payment of remuneration to each Insurance Co-Broker for their respective share. The written consent from the client is mandatory for any co-broking arrangement.

Terms of Business Agreement: In any permitted co-broking arrangement, the participating registered Insurance Brokers shall execute formal Terms of Business Agreement with the client, clearly defining each broker's duties and responsibilities, the method for sharing remuneration or fees, and the rationale for joint service provision.

Disclosure of Remuneration Sharing: The manner in which remuneration is shared among the co-brokers shall be fully disclosed to the Insurance Company by the co-brokers involved.

DHA Oversight: The DHA shall have the authority to oversee and regulate all co-broking activities related to health insurance in Dubai, including the granting of exceptions and the enforcement of these regulations.

64. Outsourcing of activities by Insurance Brokers

Insurance Brokers must retain full and direct control over all critical and essential functions related to health insurance broking. The outsourcing of core brokerage functions, including, but not limited to, sales, customer service (call centers), operational activities, or any other function deemed by the Authority to be integral to health insurance broking is strictly prohibited.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	92

Only entities that are formally licensed by the relevant regulatory authorities may engage in insurance broking activities. Accordingly, individual consultants, freelancers, or any unlicensed third parties are expressly prohibited from performing, representing, or marketing any form of insurance broking, advisory, or intermediary services.

Insurance broking activities may only be carried out by licensed Insurance Brokers operating in accordance with the applicable regulations of the Central Bank of the UAE (CBUAE) and the Dubai Health Authority (DHA).

Any attempt by unauthorized individuals or entities to conduct insurance broking, whether directly or through informal arrangements, will be considered a serious breach of regulatory requirements and may result in legal and administrative action, including but not limited to fines, suspension of license, or blacklisting from future licensing eligibility.

65. Disclosures to the authority

Material Changes: An Insurance Broker shall promptly notify the DHA in writing immediately of any material change that may affect its certificate of registration. "Material change" includes, but is not limited to, changes in ownership, control, financial standing, or business operations.

Information Requests: An Insurance Broker shall furnish the following information to the DHA upon request, and in any event immediately within the specified timeline from the date of the requisition:

- Details of their responsibilities regarding the placement of health insurance contracts
- Any changes to the information or particulars previously submitted to the DHA that have a bearing on their registration
- The names of clients whose health insurance portfolios they manage or have managed

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	93

- Any other information or documentation reasonably required by the DHA from time to time

Prior Approval Required: An Insurance Broker shall obtain prior written approval from the DHA for the following

- Change of Principal Officer
- Change of Director(s)/Partner(s). In the event of a Director's/Partner's resignation, the DHA shall be notified in writing immediately
- Change in the legal name of the brokerage
- Change in the location of the registered office

Notification of Changes: An Insurance Broker shall notify the DHA, in writing immediately of any change or addition to the following information previously furnished:

- Opening or closing of branch office
- List of licensed/certified health insurance salepersons associated with the brokerage
- Claims made under the professional indemnity insurance policy
- Acquisition of immovable property
- Change in the principal place of business

Additional Information: The DHA may, from time to time, require Insurance Brokers to furnish additional information, data, or documents in the manner and format specified by the DHA.

66. Sales of Insurance Online / Telemarketing

General Principles:

Truthful and Accurate Representations: All marketing and sales materials, whether online, telephonic, or otherwise distributed, shall be truthful, accurate, and complete. Misleading or

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	94

deceptive statements regarding insurance products, coverage, benefits, premiums, or any other material fact are strictly prohibited.

Clear and Concise Language: Information provided to consumers shall be presented in clear, concise, and easily understandable language, avoiding technical jargon or complex terminology

Informed Consent: Consumers must provide their explicit and informed consent before any insurance product is sold. Consent cannot be implied or assumed. A clear and unambiguous method for providing consent must be used.

No Unfair Pressure: Sales tactics shall not involve any unfair pressure, coercion, or undue influence. Customers must be given sufficient time to consider their options and make an informed decision.

Record Keeping: Detailed records of all online sales, telemarketing calls, and other distance marketing activities shall be maintained, including dates, times, names of representatives, and summaries of conversations. These records must be retained and made available to the DHA upon request.

Online Sales:

Secure Transactions: Online platforms used for insurance sales must employ robust security measures to protect consumer information and ensure secure transactions.

Broker Website Transparency: An Insurance Broker's website must clearly display the brokerage's registered business name, contact information, and license/registration details as issued by the DHA.

Product Information: Comprehensive information about each insurance product, including policy terms, conditions, exclusions, and limitations, must be readily accessible on the website.

Comparison Tools: If comparison tools are provided, they must be objective and unbiased, presenting information accurately and fairly.

Telemarketing:

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	95

Caller Identification: Telemarketers must clearly identify themselves and the company they represent at the beginning of each call.

Do-Not-Call Registry: Telemarketers must respect consumers' preferences regarding unsolicited calls and maintain a do-not-call list.

Recorded Calls: All telemarketing calls must be recorded and the recordings retained as required by regulations.

Verification of Information: Telemarketers must verify all information provided by the consumer before finalizing a sale.

Prohibited Practices:

Misrepresentation: Any misrepresentation of policy benefits, coverage, premiums, or other material facts is strictly prohibited.

Unfair Charges: Charging any fees beyond the amounts specified in the regulatory approved fee structure is prohibited.

Tying Arrangements: Making the purchase of one insurance product conditional on the purchase of another is prohibited.

Churning: Unnecessary replacement of existing insurance policies for the purpose of generating commissions is prohibited.

67. Notification of Suspension / Cancellation

- The order for suspension / cancellation of an Insurance Broker's certificate of registration shall be published on ISAHD portal to inform all health insurance stakeholders in the Emirate of Dubai.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	96

- Upon receiving such notification, Insurance Companies shall immediately cease accepting new business submissions from the suspended / cancelled Insurance Broker/s.
- On and from the effective date of the suspension / cancellation of their certificate of registration, the Insurance Broker shall immediately cease all activities related to health insurance broking until such suspension / cancellation is formally revoked by the DHA.

68. Responding to Catastrophes and Disasters

Client-Centric Approach: During and after a catastrophe or disaster, Insurance Brokers shall prioritize the needs and well-being of their clients. All interactions with affected clients shall be conducted with empathy, understanding and respect.

Waiver of Procedural Requirements: To the extent possible and where appropriate, brokers in coordination with Insurance Companies shall waive or relax standard procedural requirements (e.g., documentation, pre-authorization) that may hinder clients' timely access to necessary medical care during a catastrophe or disaster. Insurance Brokers shall exercise reasonable discretion in applying this provision, balancing the need for expediency with the prevention of fraud and abuse.

Proactive Outreach: Insurance Brokers shall make proactive efforts to contact clients in affected areas to assess their needs, help, and provide guidance regarding access to healthcare services and claims processing. This outreach may include phone calls, emails, SMS messages, or other appropriate communication methods.

Expedited Claims Processing: Insurance Brokers shall expedite the processing of health insurance claims arising from catastrophes and disasters. They shall work closely with insurers to streamline procedures, minimize paperwork requirements, and ensure swift settlement of legitimate claims.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	97

Assistance with Emergency Care: Insurance Brokers in coordination with insurers shall assist clients in locating and accessing emergency medical care, including hospitals, clinics, and pharmacies, especially if clients' usual healthcare providers are unavailable or inaccessible. Insurance Brokers shall make reasonable efforts to facilitate direct billing arrangements with healthcare providers where possible.

Information and Support: Insurance Brokers shall provide clients with clear and accurate information regarding their health insurance coverage, available benefits, claims procedures, and emergency healthcare resources. This information shall be communicated in a timely and accessible manner, considering the potential disruption of communication channels.

Coordination with Relief Efforts: Insurance Brokers shall, where appropriate, coordinate with local relief organizations and government agencies to ensure that clients receive necessary support and assistance during and after a catastrophe or disaster.

Vulnerable Clients: Insurance Brokers shall pay particular attention to the needs of vulnerable clients, such as the elderly, disabled, or those with pre-existing medical conditions, and provide them with prioritized support and assistance.

Staff Support: Insurance Brokers shall ensure that their staff members involved in disaster response receive adequate support and resources, recognizing the potential stress and emotional toll of such events.

Post-Disaster Review: Following a significant catastrophe or disaster, Insurance Brokers shall conduct a review of their response efforts to identify areas for improvement and enhance their preparedness for future events.

69. Restrictions on Serving as a Responsible Broker Person

"Responsible Broker Person" means an individual designated by an Insurance Broker and approved by the authority who is responsible for overseeing the Insurance Broker's compliance

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	98

with applicable laws, regulations, and these guidelines. The individual is responsible for upholding the ethical and professional conduct of the brokerage's operations. This includes, but is not limited to, individuals holding positions such as Chief Executive Officer (CEO), Chief Operating Officer (COO), Chief Financial Officer (CFO), Chief Technology Officer (CTO), Head of Compliance, Head of Operations, Branch Heads, and other key management personnel:

- Having no legal capacity or limited legal capacity or subject to the court order of commencement of assistance and such order has not been revoked.
- Having committed a crime, and has been found guilty by a final and unappealable judgment
- Having been sentenced to imprisonment for counterfeiting currency or valuable securities, embezzlement, fraud, or breach of trust, and the sentence has not started serving or been completed, or the cooling-off period determined by the relevant authority has not elapsed since the date of sentence completion, the expiration of the probation period, or the pardon of such punishment
- Having received a final and unappealable sentence for violating any applicable laws or regulations related to insurance or financial services in the UAE
- Having been declared bankrupt or subjected to a court-ordered liquidation process, and whose rights and privileges have not been reinstated
- Having been the person responsible of a legal entity at the time such legal entity was adjudged bankrupt, and the cooling-off period determined by the relevant Authority has not elapsed since the closure of the bankruptcy or the terms of the bankruptcy settlement have not yet been fulfilled
- Having an ongoing event that seriously damages his or her creditworthiness, or the cooling-off period determined by the relevant Authority has not elapsed since the closure of such an event

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	99

- Factual proof demonstrates that the person has engaged in dishonest or improper activities that demonstrate unsuitability for the work in question
- Is currently serving as an employee of an insurance enterprise or related industry association
- Practice license has been revoked by any other competent authority in UAE

70. Service Level Compliance and Enforcement

Insurance Brokers shall at all times meet or exceed the service levels specified by the CBUAE, the DHA, and the TOBA with each Insurance Company and client. Failure to comply with these service level requirements may result in regulatory action, including penalties.

71. Regulation of Broker of Record Agreements (BORA Regulations)

- Clients with fewer than five hundred (500) members shall not enter into BORAs with more than one (1) Insurance Broker
- Clients with five hundred (500) or more members shall not enter into BORAs with more than two (2) Insurance Brokers
- Each BORA shall clearly specify the insurance companies with which the Insurance Broker is authorized to engage on behalf of the client
- For clients with two (2) BORAs (500 or more members), the Insurance Companies specified in those two (2) BORAs shall not overlap or duplicate. Each BORA must specify different Insurance Companies

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	100

- All Insurance Brokers and Insurance Companies have a duty to notify the DHA immediately upon becoming aware of any instance where the BORA limitations outlined in this Article are not being observed.
- Each Insurance Broker shall submit to the DHA, on an annual basis, a certified report prepared by their independent auditors. This report must confirm the Insurance Broker's compliance with the BORA policy set forth in this Article for all clients.
- The DHA reserves the right to review the submitted auditor reports and to conduct separate audits of broker compliance with this BORA policy as deemed necessary
- Failure to comply with the provisions of this Article may result in regulatory action, including penalties as determined by the DHA

Disclaimer

This guideline serves as both a general informational resource and the official mandatory reference for compliance and violation enforcement under Dubai Health Authority – Dubai Health Insurance Corporation (DHA-DHIC) in accordance with Law/Decree No. (7) of 2016. While every effort has been made to ensure the accuracy and reliability of the information contained herein, the publisher and authors disclaim any liability for errors, omissions, or consequences arising from the use of this guideline.

The content is subject to change upon official notification by DHA. Users are advised to independently verify critical information before making decisions or taking actions based on this guideline. The publisher accepts no responsibility for any losses or damages incurred as a result of reliance on its contents.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	101

72. Annexures

1. The draft standardized TOBA is attached as **Annexure 1** to this Guideline: This annexure forms an integral part of the Health Insurance Broker Guidelines. It provides a standard Terms of Business Agreement (TOBA) template to be executed between licensed insurance companies and registered health insurance brokers in Dubai
2. A sample broker tiering / classification illustration is attached as **Annexure 2**: This annexure forms an integral part of the Health Insurance Broker Guidelines. It provides a descriptive illustration of how health insurance brokers are classified under the DHA regulatory framework, based on defined metrics

73. Annexure 1: Standard Terms of Business Agreement (TOBA)

[First Party]

and

[Second Party]

Terms of Business Agreement

in respect of Health Insurance Business in the Emirate of Dubai

[Date]

Contents

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	102

1. Definitions and interpretation
2. Scope
3. Regulatory Status
4. Authority
5. Remuneration
6. Premiums
7. Conditions
8. Taxes
9. Compliance
10. Data Protection
11. Termination
12. Access to Records
13. Confidentiality
14. Indemnity
15. No Partnership or Agency
16. Complaints
17. Protection of Reputation
18. Conflicts of Interest
19. Disclosure
20. Variation and Assignment
21. Rights of Third Parties
22. Dispute Resolution
23. Limitation of Liability
24. Jurisdiction and Choice of Law
25. Enforceability Clause

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	103

- 26. General Interpretation of this Agreement
- 27. Service of Notices
- 28. Force Majeure
- 29. Schedule 1 – Particulars
- 30. Schedule 2 – Classes of Insurance Commission
- 31. Schedule 3 – Service Levels

Terms of Business Agreement

An Agreement dated [] governing the conduct of Insurance Business between:

[Enter the full legal name of the Company] on its own behalf whose registered address is at
[Enter Registered Address]
(the Company)

and

whose registered address
(the Broker)
(collectively the “Parties” and each of them a “Party”)

Background

(A)

(B)

It is agreed as follows:

1 Definitions and interpretation

1.1 Definitions

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	104

In this Agreement the following definitions apply:

Agreement refers to this agreement, the **Terms of Business Agreement**.

Appointed Representative means the Company's authorized representative.

BORA means a Broker of Record Agreement evidencing the contractual relationship between the Broker and Client.

Broker means the insurance intermediary instructed by the Client to place its Insurance Business with a Company.

Commission means Commission receivable by the Broker which shall be at the rates and times (if any) set out in Schedule 2.

Company means an insurance or Takaful insurance company licensed in the UAE to conduct insurance business and authorized by the DHA to conduct health insurance activities in the Emirate.

Confidential Information has the meaning given in Clause 15.1.

Effective Date means the date of this Agreement which is the date the Parties agree in writing that this Agreement shall come into force.

Force Majeure means an occurrence beyond the reasonable control of a Party, including but not limited to: acts of God or the public enemy; expropriation or confiscation; compliance with any order of any governmental authority; changes in law; act of war, rebellion or sabotage or damage resulting therefrom; fires, floods, explosion, accidents, riots; strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; or any other causes, whether similar or dissimilar, which are beyond the reasonable control of that affected Party.

Insured means any Party (not being the Company) entering into a contract of insurance which is subject to this Agreement.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	105

Insurance Business means any insurances falling within the definition of ‘Insurance Policy’, as defined in Federal Decree-Law (48) of 2023 Regulating Insurance Activities, and for the purposes of this Agreement, Health Insurance as defined in Law No. (11) of 2013 concerning Health Insurance in the Emirate of Dubai. For the avoidance of doubt Insurance Business does not include any outwards reinsurance business placed by the Broker as agent of the Company.

Material Facts means facts that are known, or ought to be known by an insured, which is material to be disclosed to the Company if it would affect their assessment of the risk, the terms on which they are willing to underwrite it, or the premium they require to do so.

Personal Data means any information relating to an identified or identifiable individual; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or one or more factors specific to his physical, physiological, mental, economic, cultural or social identity or as may be defined from time to time by applicable regulatory requirements.

Records means anything on which any information of any description is recorded.

Regulation means the CBUAE Insurance Brokers’ Regulation effective February 2025.

Representations means the act of an assertion as to a fact which is true on the date the representation is made.

Slip means any document held in whatsoever form which is or is to form the basis of either a contract for insurance or contract of insurance. A Slip may incorporate details of administrative arrangements pertinent to the processing of the contract for or of insurance.

SME means a small and medium-sized enterprise any Client which has less than one hundred and fifty (150) members.

Taxes means all insurance premium taxes and other para-fiscal charges which may be levied by fiscal authorities on insurance premiums, and VAT means Value-Added Tax.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	106

UAE Regulator is the Central Bank of the UAE (**CBUAE**) as appropriate, or any successor regulatory body or bodies to it, together with the Dubai Health Authority (**DHA**) or any successor regulatory body or bodies to it.

2 Scope

- 2.1 The term of the Agreement shall commence on the Effective Date and shall continue in full force and effect subject to the terms of the Agreement and unless and until it is terminated pursuant to Clause 10. The purpose of this Agreement is solely to set out the rights and obligations of the Parties only in respect of the matters specifically addressed in the Agreement. To the extent that any matters relating to the relationship between the Parties are not expressly addressed in this Agreement, they remain unaffected and unaltered by this Agreement. This Agreement shall not override the terms of any underlying contract for or of Insurance Business or the terms of any Slip.
- 2.2 Nothing in this Agreement overrides the Broker's duty to place the interests of its Client before all other considerations nor shall this Agreement override any legal or regulatory requirements (whether obligatory or advisory) which may apply to the Broker, the Company, or the placing of any Insurance Business.
- 2.3 Subject to clause 2.5 below, the Parties agree that the terms herein shall apply to the conduct of any Insurance Business on or after the date of this Agreement. The terms of this Agreement supersede the terms of any other terms of business agreement (**TOBA**) already in place between the Parties for such Insurance Business. Such TOBA(s) shall continue to apply to Insurance Business transacted between the Parties before the date of this Agreement.
- 2.4 The Parties shall give notice of their intention not to renew a Client's Insurance Business, (subject to applicable law), and the Broker shall ensure that the Client also confirms whether

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	107

or not it intends to renew its Insurance Business with its current Company, in each case, no later than ninety (90) days before renewal.

2.5 Prior to or at the time of placement of any Insurance Business (or as otherwise agreed separately in writing between the Parties), the Broker and the Company may agree amended provisions relating to the conduct of that Insurance Business. These provisions may include (but are not limited to) roles and responsibilities relating to administration of the Insurance Business and the handling of claims and processes by which amendments to the risk may be agreed, and so forth. This Agreement shall be subject to any provisions so agreed and does not seek to address such provisions. Any such agreed and amended provisions shall supersede the original provisions of the Agreement, subject to applicable law and regulation.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	108

3 Regulatory Status

- 3.1 The Broker warrants that it is authorized by the CBUAE (or other applicable regulatory body) and licensed by the DHA to conduct Insurance Brokerage activities (as defined in the Regulation) from the date of this Agreement. The Company warrants that it is also authorized to conduct Insurance Business from the date of this Agreement.
- 3.2 The Broker shall inform the Company immediately in writing in accordance with clause 27 (of TOBA) if at any time during the period of this Agreement:
 - 3.2.1 The CBUAE or the DHA with respect to health Insurance Business, suspends or withdraws the Broker's authorization or issues a penalty against the Broker; or
 - 3.2.2 The Broker otherwise ceases in any way to be authorized by the CBUAE (or other applicable regulatory body) to undertake any activities in relation to any Insurance Business subject to this Agreement; or
 - 3.2.3 The Broker becomes insolvent as declared by either auditors or regulators.
- 3.3 The Broker represents that neither it nor its employees have ever been the subject of any arrest, warrant for arrest, indictment, charge of any kind, or conviction for any felony or any crime or offense involving fraudulent or dishonest practices, or breach of a fiduciary duty.
- 3.4 The Broker warrants that it has complied with all applicable training requirements of both the CBUAE, and the DHA as further set out in Schedule 3 of TOBA.
- 3.5 The Company warrants that it is authorized by the CBUAE to conduct Insurance Business and that it is registered and maintains the necessary registrations and holds the appropriate permits for itself and, where applicable, its staff and or representatives with and from the relevant health authority in the relevant emirate in the UAE in which it conducts its activities from the Effective Date of this Agreement.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	109

3.6 The Company shall inform the Broker immediately if:

3.6.1 The CBUAE (or other applicable regulatory body) suspends or withdraws the Company's authorization; or

3.6.2 The Company otherwise ceases to be authorized by the CBUAE (or other applicable regulatory body) to undertake any activities in relation to any Insurance Business subject to this Agreement; or

3.6.3 The Company becomes insolvent.

4 Authority

4.1 This Agreement sets out the basis on which the Company will accept Insurance Business from the Broker introduced by the Broker within the Emirate of Dubai.

4.2 Nothing in this Agreement shall grant the Broker authority to accept, amend, or vary Insurance Business, settle, negotiate or compromise claims, alter any document or policy, make any financial promotion on the Company's behalf and/or commit the Company in any way.

4.3 The Company hereby authorizes the Broker to solicit Insurance Business from prospective Clients on a non-exclusive basis subject to the terms and conditions set forth herein. The Broker's duties shall include the following:

4.3.1 Offering the Company's Insurance Business (on a non-exclusive basis) for sale in the Geographical Area in accordance with the terms of this Agreement and in accordance with applicable laws; and

4.3.2 Ensuring all applications for insurance contracts are made on the appropriate application forms supplied by the Company and ensuring the completeness and correctness of such application. The Broker shall provide to the Company, in the relevant forms/templates, all information necessary for the Company to prepare quotations and policy documents for the

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	110

insurance contracts. The Broker shall promptly forward to the Company all applications found complete. The Broker acknowledges that the Company reserves the right to reject any application and return any payment in connection with an application which is rejected. The Broker will also inform the applicant that in no event will the applicant have any coverage unless and until the application is reviewed and approved by the Company and a benefit contract or policy is issued; and

4.3.3 Informing every applicant that the Company will rely upon Representations made by the applicant in the underwriting process, and that the subsequent discovery of Material Facts known to the applicant which are either not disclosed or misrepresented may result in the rescission of any benefit contract or policy entered into by the Company; and

4.3.4 Assisting in the installation of Insurance Business, assist Clients in maintaining proper administrative procedures particularly as relate to the Clients' duty to comply with Know Your Customer (**KYC**) requirements as may be applicable and provide ongoing consultative services to Clients; and

4.3.5 Forwarding to Clients in a timely manner all policies, riders, contracts, quotes, proposals, notices, caveats, disclosures, reports and other information and materials from the Company that relate to or may affect coverage or services provided or proposed to be provided to Clients by the Company or that the Company may request be forwarded to Clients.

5 Remuneration

5.1 The Company shall pay Commission to the Broker on Insurance Business placed with the Company at the rates set out in Schedule 2 attached herewith. The Commission will be paid in the currency in which the policy was sold and shall be paid by the Company to the Broker within

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	111

ten (10) business days from the premium payment being received by the Company from its Client, including where payment is made by instalments.

- 5.2 The Broker may not at any time accept any premium on the basis that it is prohibited from doing so in accordance with the Regulation and cannot receive fees as well as additional commission related to e.g., profit-sharing arrangements or payments linked to volume of business targets.
- 5.3 In the event of refunds, cancellation or termination, the Broker shall immediately refund to the Company within 30 days, the relevant proportion of Commission retained by the Broker on the portion of returned premiums and at the same rates in which such Commission was paid to the Broker.
- 5.4 Commission will continue to be paid with respect to an insurance contract so long as (a) this Agreement remains in effect; (b) the Broker is continuously and actively engaged as a licensed broker and/or otherwise complies with requisite applicable country statutes and/or regulations; (c) the Broker continues to represent and serve the Client(s) in a manner consistent with this Agreement; and (d) the Broker continues to have a valid and current authorization letter in its favour for each group or individual Client.
- 5.5 The level of commission due to the Broker from the Company is to be negotiated between the Parties as per the applicable levels for the various classes of Clients as set out in Schedule 2.
- 5.6 The Broker shall inform DHIC, DHA in writing within thirty (30) days of receiving its Commission.

6 Premiums

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	112

- 6.1 The Broker agrees that all Clients enrolled under this Agreement shall be billed directly by the Company, and not through any intermediary, including the Broker, in accordance with the Regulation.
- 6.2 The Broker shall direct all Clients to pay premium direct to the Company, in accordance with the Regulation, and the Broker shall cause prompt delivery of all applications, forms and any other required documentation to the Company and to cause proper delivery of the insurance contracts to Clients, where authorized by the Company upon receipt by the Company of the full amount of the initial premium.
- 6.3 In the event of the cancellation or avoidance of a contract of insurance, (including but not limited to policy amendments, mid-term adjustments resulting in premium refunds, and other instances where a portion of the premium is returned to the Client), where the Company is obliged by law, regulation or the terms of the contract of insurance to repay gross premiums in respect of such contract of insurance, the Broker agrees to repay the relevant Commission (which shall not for the purpose of this clause include fees paid by the Insured). Such repayment shall, in the event of cancellation, be only in respect of Commission received by the Broker which is attributable to that part of the premium repaid.

7 Conditions

- 7.1 All claims arising from the relative policies transacted by the Broker are to be settled by the Company directly to the Client with reference to the terms and conditions of the related Policy, in accordance with the Regulation.
- 7.2 The Broker has no authority to negotiate, settle, compromise, admit liability or agree quantum in relation to claims and is prohibited from making any claims settlements or collection of the same in accordance with the Regulation.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	113

7.3 At all times that this Agreement is in force, the Broker agrees to maintain, at its own expense, professional liability errors and omissions insurance (Professional Indemnity Insurance), issued by an insurance carrier deemed acceptable to the Company and as per applicable regulatory requirements. The Broker shall, upon request, provide the Company with a copy of such a policy.

7.4 The Broker shall notify the Client in writing sixty (60) days prior to the expiry of the Policy expiring to enquire:

7.4.1 whether the Client wishes the Broker to act for it in relation to the renewal of the Policy or not; or

7.4.2 whether the Client wishes to renew the Policy with the same Company and on the same conditions, or with the same Company but with different conditions, or with another Company.

7.5 The Company shall not contact the Client directly or indirectly at inception or renewal.

8 Taxes

8.1 Each Party is responsible to pay its own tax liability where applicable. Save as otherwise agreed, all Commission and any other amounts payable to the Broker in respect of Insurance Business (Remuneration) are exclusive of VAT.

8.2 In the event that VAT is applicable to any Commission or other consideration payable by the Company to the Broker under this Agreement, the Broker shall be entitled to charge the Company such VAT (in addition to the relevant Commission or consideration) which shall be payable by the Company within 10 calendar days from the date premiums are received by the Company (as set out under Clause 5.1). The Broker agrees that the Company shall issue a tax invoice on behalf of the Broker in connection with Commission payable to the Broker as a tax invoice (with the title Tax Invoice raised by buyer) in accordance with the applicable regulatory requirements.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	114

9 Compliance

- 9.1 Each Party will comply independently with their respective legal, licensing, training and regulatory requirements applicable to the production, placing and claims handling of any Insurance Business which the Broker places with the Company under this Agreement and ensure that its employees, agents, and representatives are fully aware of and comply with all applicable laws, regulations, and internal policies.
- 9.2 The Broker shall promptly forward to the Client notices of cancellation issued by the Company and should explain to the Client the reasons and when the cancellation becomes effective. The Broker should also promptly forward to the Company notices of cancellation issued by the Client and received directly by the Broker and shall use reasonable efforts to notify the Client of any potential cancellation of coverage by the Company as soon as the Broker becomes aware of such a possibility.
- 9.3 Both Parties will comply with all applicable regulatory requirements relating to money laundering, combatting the financing of terrorism and the relevant 'Know Your Customer' rules, together with Customer Due Diligence (CDD) procedures, Suspicious Activity Reporting (SAR) requirements as applied by the applicable regulator, and each Party shall assist and furnish the appropriate information to the other Party to enable compliance with such regulations.
- 9.4 No consideration has been offered or given in connection with this Agreement, except as detailed herein. In carrying out its responsibilities under this Agreement, Company and Broker hereby represent and warrant that:
- 9.4.1 each of the Parties will comply with all applicable local and international laws and regulations relating to anti-bribery and anti-corruption, including without limitation, the US Foreign

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	115

Corrupt Practices Act (FCPA) and the U.K. Bribery Act, as may be amended from time to time in all respects, or any comparable Laws in the UAE to which services or goods are provided by the parties or agents of the parties (collectively, the Anti-Corruption Laws);

9.4.2 they have not and will not pay, offer or promise to pay, or authorize the payment directly or indirectly of any monies or anything of value to any government official or employee, or any political party or candidate for political office for the purpose of influencing any act or decision of such official or of the government. By way of clarification, a government official or employee includes employees of regulatory bodies, employees or officials of public international organizations, employees of partially or wholly government-owned institutions such as hospitals and clinics, universities, public utilities, partially or wholly government-owned corporations, schools, convention centers and stadiums; and

9.4.3 in carrying out their responsibilities under this Agreement, no payments or transfers of anything of value shall be made by either Party which have the purpose or effect of unlawful public or commercial bribery, or acceptance of or acquiesce in extortion, kickbacks, or other unlawful or improper means of obtaining business.

9.5 During the term of this Agreement, and for two (2) years after its expiration or termination, one Party may audit any financial or other Records of the other Party associated with this Agreement in the event: (i) the Party has a reasonable belief that a breach has, or is likely, to occur; or (ii) of a legal or regulatory requirement to complete such an audit. Such Records may include, without limitation, invoice records, invoices from third parties, contracts with third parties and payments relating to this Agreement. Further:

9.5.1 The audit rights shall be exercised in a reasonable manner and shall not unreasonably interfere with the other Party's business operations.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	116

9.5.2 The Party conducting the audit shall provide reasonable prior written notice to the other Party with its intent to conduct an audit, specifying the scope and timing of the audit.

9.5.3 The Party conducting the audit shall maintain the confidentiality of all information obtained during the audit, except as required by law or regulation.

9.5.4 The audit shall be conducted during normal business hours at the audited Party's place of business.

9.6 Notwithstanding any provisions to the contrary, a Party may terminate this Agreement immediately with no liability if (1) it reasonably believes that the other Party has breached any of the Representations and warranties contained in this Section; or (2) the other Party fails to cooperate with any audit requested under this Agreement. In no event shall either Party be obligated under this Agreement to take any action or omit to take any action that such Party believes, in good faith, would cause it to be in violation of any applicable laws, including any Anti-Corruption Laws.

9.7 The Broker will submit detailed invoices for payment, or reimbursement under this Agreement. Any invoice for reimbursement shall include written substantiation in the form of a detailed receipt, invoice, or other documentary evidence of the expense incurred.

10 Data Protection

10.1 The Parties shall comply with all applicable regulatory requirements in relation to the protection of Personal Data imposed by applicable regulatory requirements, including Federal Decree Law No. 45 of 2021 regarding the Protection of Personal Data.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	117

10.2 Without prejudice to the generality of Clause 10.1 where either Party (the Disclosing Party) discloses Personal Data to the other (the Recipient) in connection with the operation of this Agreement, the Disclosing Party will ensure that it obtains all necessary consents so that the Personal Data it provides to the Recipient can be lawfully used or disclosed by the Recipient in the manner and for the purposes anticipated by this Agreement.

10.3 The Parties shall take reasonable care to establish and maintain appropriate technical and organizational measures against unauthorized or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data.

11 Termination

11.1 This Agreement may be terminated after the Effective Date of this Agreement:

11.1.1 at any time by one Party giving written notice of termination to the other;

11.1.2 as set forth in Clause 28 below;

11.1.3 by mutual written consent of the Parties;

11.1.4 upon thirty (30) days prior written notice by one Party to the other Party (unless additional time for notice is required by applicable law);

11.1.5 immediately upon either Party's dissolution, winding up, liquidation, or the appointment of a receiver or administrator; or

11.1.6 any change in ownership of the Broker with the exception of such a change in ownership resulting from internal organization within the Broker's group;

11.1.7 immediately by the Company if the Broker does any of the following:

(a) violates the country's insurance laws or regulations;

(b) knowingly misrepresents the provisions, benefits or charges of any contract;

(c) commingles, withholds or misappropriates funds or other property of the Company;

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	118

- (d) commits a fraudulent act or other malfeasance in the performance of duties under this Agreement;
- (e) breaches any material provision of this Agreement and such breach has not been remedied within 21 calendar days of written notice to remedy; or
- (f) does not provide the Company with a copy of the Broker's applicable insurance licenses within ten (10) days of the Company's request for such.
- 11.2 This Agreement shall not be effective in any jurisdiction where any of the Broker's licenses are revoked, suspended, or otherwise made invalid.
- 11.3 This Agreement shall not be effective with respect to a specific Insured as of the first day of the month following notice to the Company from the Insured that it has a new broker of record (if a specific, prospective effective date for the change is not otherwise received by the Company from the Insured).
- 11.4 Following termination:
- 11.4.1 the Parties will agree the procedure for administering the Insurance Business current at the time of termination;
- 11.4.2 the Broker will make all reasonable efforts to provide the Company with contact details and data processing information for any Insured or other party with whom the Company has contracted in the conduct of Insurance Business where such information is reasonably required in order for the Company to carry out its obligations in relation to Insurance Business concluded in accordance with this Agreement.
- 11.4.3 The Broker will return all Insurance Documentation and Marketing Material provided by the Company;
- 11.4.4 Where permissible the Parties will remain liable to perform their obligations in accordance with the terms of this Agreement in respect of all Insurance Business subject to this Agreement until all Insurance Business has expired or has otherwise been terminated.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	119

12 Access to Records

- 12.1 The Broker will retain all of the Records created or held by it in its capacity as agent of the Company and all Records received by the Broker for the purposes of the introduction, arranging, concluding, administration or performance of the Insurance Business for a minimum of ten (10) years and in any event the minimum periods required by law or any regulatory body with jurisdiction over the Broker.
- 12.2 The Broker agrees to allow the Company, on reasonable notice, to inspect and to take copies of the following:
- 12.2.1 the accounting records pertinent to any Insurance Business including information relating to the receipt and payment of premiums and claims and documentation such as any insurance contract or Slip endorsements, addenda or bordereaux in the possession of the Broker relating to the Insurance Business; and
- 12.2.2 documents as may be in the possession of the Broker which were disclosed to the Company by the Broker in respect of any Insurance Business including, but not limited to, documentation relating to the proposal for the Insurance Business, the placing thereof (including endorsements and reinstatements) and any claims thereunder.

13 Confidentiality

13.1 Definitions:

Breach means the unauthorized acquisition, access, use, or disclosure of Confidential Information which compromises the security or privacy of such information, except where an

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	120

authorized person to whom such information is disclosed would not reasonably have been able to retain such information.

Confidential Information means any information received or viewed/accessed from the other Party relating to this Agreement and the Insurance Business, including but not limited to individually identifiable personal or health information of employees or dependents covered under the contracts.

Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

13.2 Each Party shall ensure that all Confidential Information of the other Party is kept confidential and shall not make or cause or permit to be made any use or disclosure of any such Confidential Information except to the extent permitted under this Agreement.

13.3 Each Party shall limit the use, disclosure, or request of Confidential Information to the minimum necessary amount to accomplish the intended purpose of such use, disclosure, or request. Each Party shall be permitted to disclose Confidential Information of the other Party on a need to know basis to the extent that it is required to do so to carry out the obligations set forth in this Agreement or as required by law or by any public, governmental, supervisory or regulatory authority or by any legally binding order of any court or tribunal, provided in any such case that:

13.3.1 The disclosure or use is limited strictly to those parts of the Confidential Information of the other Party which are required to be disclosed pursuant to Clause 13.3; and

13.3.2 Each Party shall use reasonable endeavours to ensure the recipient of such Confidential Information is made aware that such information is confidential.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	121

13.4 Each Party shall ensure that all of its directors, officers, employees or agents to which Confidential Information is disclosed are aware prior to receiving the Confidential Information in question of the relevant Party's obligations pursuant to this Clause.

13.5 Neither Party shall directly or indirectly receive remuneration in exchange for any Confidential Information of an individual.

13.6 Upon becoming aware of a use or disclosure of Confidential Information in violation of this Agreement, including any Breach or suspected Breach of unsecured Confidential Information, by a Party, its officers, directors, employees, contractors, agents or by a third party to which the Party has disclosed Confidential Information pursuant to this Agreement, the Party (the **Reporting Party**) shall immediately report such use or disclosure to the other Party.

13.6.1 In the event of a Breach or suspected Breach, the Reporting Party shall forward to the other Party as soon as practicable, but in any event within three (3) business days after such Breach is discovered by the Reporting Party, a written notice including the identification of each individual whose unsecured Confidential Information has been, or is reasonably believed to have been, accessed, acquired, or disclosed during the Breach or suspected Breach. A Breach or suspected Breach shall be treated as discovered as of the first day on which it is known, or should reasonably have been known, to the Reporting Party, including any person that is an employee, officer, or other agent of the Reporting Party.

13.6.2 The Reporting Party shall cooperate with the other Party and shall provide such assistance as the other Party may reasonably request so that the other Party may comply with any obligations it may have to remediate, mitigate, report, and or otherwise notify third parties of such Breach.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	122

13.7 In the event of a Security Incident, the Reporting Party shall report to the other Party in writing

- (i) any actual, successful Security Incident within three business days of the date on which the Reporting Party first becomes aware of such actual, successful Security Incident and (ii) any attempted, unsuccessful Security Incident of which the Reporting Party becomes aware within a reasonable time period.

13.8 At termination of this Agreement, if feasible, both Parties shall return or destroy all Confidential Information received from, or created or received on behalf of the other Party that the Parties maintain in any form. However, the Parties shall be entitled to retain one copy of the Confidential Information as required by Regulatory Requirements.

13.9 This Clause shall survive the termination of this Agreement.

14 Indemnity

14.1 The Broker agrees to indemnify and hold the Company, its respective affiliates and subsidiaries and their respective officers, directors, and employees harmless from any damage and against any liability for loss, cost, expenses, fines, penalties, and all costs of defense, including reasonable attorney's fees:

- (a) resulting from any act, error or omission, whether intentional or unintentional, by the Broker and its officers, directors, employees and agents related to or arise out of the business covered by this Agreement;
- (b) resulting from any obligation, act or transaction created or performed by the Broker in violation of, in excess of, or in contravention of the duties, obligations, power and authority of the Broker set forth in this Agreement; or

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	123

(c) arising out of or in connection with any Breach or unauthorized use or disclosure of Confidential Information or any failure in security measures affecting Confidential Information or any other Material breach of the terms of this Agreement by the Broker or any person or entity under the Broker's control.

The Broker expressly authorizes the Company, without precluding the Company from exercising any other remedy it may have, to charge against all compensation due or to become due to the Broker under this Agreement any monies paid or liabilities incurred by the Company by reason of any occurrence described in this Clause.

14.2 The Company agrees to indemnify and hold the Broker, its officers, directors, and employees harmless from any damage and against any liability for loss, cost, expenses, fines, penalties, and all costs of defense, including reasonable attorney's fees:

(a) resulting from any act, error or omission, whether intentional or unintentional, by the Company and its officers, directors, employees and agents related to or which arise out of the business covered by this Agreement; or

(b) arising out of or in connection with any Breach or unauthorized use or disclosure of Confidential Information or any failure in security measures affecting Confidential Information or any other Material breach of the terms of this Agreement by the Company or any person or entity under the Company's control.

Each Party's obligation to indemnify the other Party will survive the expiration or termination of this Agreement. A Party may, at its option, conduct the defense or settlement of any such action arising as described herein, and the other Party shall fully cooperate with such defense.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	124

15 No Partnership or Agency

No provision of this Agreement is intended to or shall operate to create a partnership or employment relationship between the Parties or authorize any Party to act as agent for the other Party for any purpose. Each Party is an independent contractor.

16 Complaints

16.1 Each Party will notify the other in accordance with applicable law, regulations or rules or as may otherwise be agreed in writing between the Parties of any complaint concerning the other Party relating to Insurance Business subject to this Agreement, including but not limited to notification, handling, resolution, escalation procedures and related matters, while ensuring compliance with applicable regulations and industry best practices.

16.2 In the event of a complaint, a Party will respond to and acknowledge a complaint within two (2) working days of receipt. Each Party will start its investigation and respond to the other within five (5) working days and the appropriate Party will respond to the Complainant. In the event that the complaint is not resolved then the complainant can contact the DHA using its online complaint form on their website.

17 Protection of Reputation

17.1 Each Party agrees it will not, without the written authority of the other Party, make use of the other Party's corporate or trading names or logos and trademarks.

17.2 In representing the Company, the Broker shall utilize only sales materials previously authorized in writing by the Company and shall adhere to all the Insurer policies, rules and regulations in

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	125

regard to sales and enrolment, and shall in no way misrepresent the Company or its contracts and related products and services.

17.3 In the event that one Party grants the other Party a license to use its intellectual property (e.g. using the Company's trademarks in marketing materials), that license should be clearly defined, including the scope, duration, and any limitations of the license.

18 Conflicts of Interest

18.1 The Parties will adopt and/or maintain procedures to ensure that each has in place arrangements for the identification and management of any conflicts of interest that may arise in relation to any Insurance Business, including but not limited to owning a share of the corresponding Broker, Company or TPA.

18.2 Each Party will take reasonable steps to ensure that conflicts and potential conflicts of interest between itself and the other Party and between the other Party and another Client are identified, disclosed and then prevented or managed, in such a way that the interests of the other Party are not adversely affected and to ensure that the other Party is fairly treated and not prejudiced by any such conflicts of interest.

19 Disclosure

The Broker will comply with relevant regulatory, fiduciary, and legal requirements regarding disclosure of all forms of remuneration from any arrangements it may have for remuneration in connection with Insurance Business in accordance with the foregoing as set out in this Agreement.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	126

20 Variation and Assignment

- 20.1 This Agreement may not be assigned or varied only in writing by duly authorised representatives of the Parties and the approval of the DHA. In the event that applicable country law or regulation, or an arbitration or judicial interpretation of same, or any regulatory or enforcement action should require that this Agreement be changed, altered or modified, then the Company shall notify the Broker and provide such required amendment, and the Insurer and the Broker shall continue to perform services under this Agreement as modified.
- 20.2 The Schedules to this Agreement may be amended from time to time by the Insurer as appropriate.
- 20.3 The Company may amend this Agreement by providing prior written notice to the Broker. Failure of the Broker to object in writing to any such proposed amendment within thirty (30) days following receipt of notice shall constitute the Broker's acceptance thereof. Notification to the Company of rejection of any proposed amendment means that this Agreement shall remain in force without the proposed amendment.
- 20.4 Any amendment to this Agreement shall be valid only if made in writing and signed by an authorized representative of both the Company and the Broker.
- 20.5 The Broker shall not assign any rights or delegate any duties under this Agreement, including but not limited to a sale, merger or acquisition of the Broker or disposition of the assets of the Broker, unless the Broker has obtained the prior written consent of the Company, which consent shall not be unreasonably withheld, and the Company shall not be obligated to make any payment under this Agreement to any other person or entity as a result of any sale, merger, acquisition or disposition in the absence of the Company's express written consent to do so.
- 20.6 The Company shall not be bound by any assignment of the Commission payable under this Agreement until the original or a certified copy thereof shall be delivered to the Company, and

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	127

Insurer does not assume responsibility for, or guarantee the validity or sufficiency of, any such assignment.

20.7 In respect of Health Insurance Business, the Company shall not sub-contract, assign its rights, or delegate any of its obligations under this Agreement, except in relation to call center services, finance, and data processing. Any such permitted sub-contracting or delegation shall only be made to an entity that is owned by, controls, is controlled by, or shares common ownership or control with the Company, and must be documented in writing. The written agreement between the Company and the sub-contracted entity must clearly set out the nature and scope of the subcontracted activities; the responsibilities of each Party, and the specific provisions governing the sub-contractor relationship. The Company remains fully accountable for the performance of all obligations under this Agreement, including those delegated or outsourced in accordance with this clause.

20.8 Failure of any Party to require performance of any provision of this Agreement shall not constitute a waiver of the right to enforce such provision at a later time. Waiver of any breach of any provision hereof shall not constitute a waiver of any succeeding breach.

21 Rights of Third Parties

A person who is not a Party to this Agreement has no right to enforce any term of this Agreement. This Clause shall not affect any right or remedy of a third party which may exist or is available independently of this Agreement.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	128

22 Dispute Resolution

- 22.1 It is understood and agreed that any dispute, controversy or question arising from or relating to the performance or interpretation of this Agreement, the breach thereof, or the subject matter thereof (the Controversy) shall be resolved exclusively pursuant to the following mandatory dispute resolution procedures, provided however that the Broker may not initiate any dispute resolution relating to a claim under this Agreement fewer than sixty (60) calendar days or more than three (3) years after due proof of such claim is provided to the Company.
- 22.2 Any controversy between the Parties arising shall first be referred for review by the executives of the Company and the Broker (the Executive Review). The disputing Party shall initiate Executive Review by giving the other party written notice (the Notice) of the Controversy and shall specifically request Executive Review of said Controversy in such notice. Within twenty (20) calendar days of any Party's written request for Executive Review, the receiving Party shall submit a written response (the Response). Both the Notice and Response shall include a statement of each Party's position and a summary of the evidence and arguments supporting its position. Within thirty (30) calendar days of any Party's request for Executive Review, an executive level employee of each Party shall be designated by the Party to meet and confer with their counterpart to attempt to resolve the Controversy.
- 22.3 In the event that a Controversy has not been resolved within sixty (60) calendar days of the request for Executive Review under paragraph 22.2 above, the Controversy shall be settled exclusively by binding arbitration. The Controversy shall be referred to and exclusively and finally resolved by arbitration under the Dubai International Arbitration Rules (the Rules) from time to time in force, which Rules are deemed to be incorporated by reference into this Clause.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	129

22.4 The arbitration to the extent of the subject matter of the arbitration, shall be binding not only on all Parties to the Agreement, but on any other entity controlled by, in control of or under common control with the Party to the extent that such affiliate joins in the arbitration. The decision of the arbitrator shall be final, conclusive and binding, and no action at law or in equity may be instituted by either Party other than to enforce the award of the arbitrator.

22.5 The Parties may use temporary injunctive relief for the purpose of seeking to preserve the status quo pending arbitration.

22.6 This Clause 22 shall survive the termination of the policy.

23 Limitation of Liability

23.1 In no event shall the Company be liable to the Broker for any consequential, punitive or special damages for any cause arising out of or related to this Agreement. It is expressly agreed that the Company's liability, if any, for losses to the Broker for any cause whatsoever arising out of or related to this Agreement shall be limited to the Broker's actual losses which shall not exceed the Commission paid to the Broker by the Company under this Agreement for the particular account involved and relating to the policy period when the alleged cause of action arose.

23.2 Notwithstanding any provision in this Agreement or otherwise, it is agreed that the Company shall have no liability or obligation where it reasonably believes such would violate any applicable law, regulation or order, including but not limited to, anti-corruption laws and programs imposing financial sanctions on targeted individuals, entities, or nations, including (without limitation) any relevant (1) resolution of the United Nations Security Council and/or any implementation thereof in any jurisdiction, (2) law, regulation, and/or order administered by the Department of Treasury of the United States of America, and/or (3) regulation issued

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	130

by the European Council and/or any implementation thereof in any jurisdiction. The Company shall have no liability or obligation and this policy shall, at the Insurer's election, be deemed void where any actions in furtherance of the policy is prohibited. Insurer is under no obligation to obtain licenses from any Government to enable the extension of coverage in compliance with sanctions laws. Furthermore, Insurer will not pay claims for services received in sanctioned countries if doing so would violate the requirements of the United States Department of Treasury's Office of Foreign Assets Control, or the United Nations Security Council Sanctions Committees.

24 Jurisdiction and Choice of Law

This Agreement shall be construed according to the laws of Dubai, UAE and any disputes arising under it shall be determined in accordance with the dispute resolution guidelines of clause 22.

25 Enforceability Clause

The provisions contained in each Clause of this Agreement shall be enforceable independently of each of the others and its validity shall not be affected if any of the others is invalid. If any of those provisions is void but would be valid if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid.

26 General Interpretation of this Agreement

In this Agreement, words importing the singular shall include the plural and vice versa. Headings are included for ease of reference and convenience only and shall not affect the interpretation of this Agreement.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	131

27 Service of Notices

Any notices to be given under this Agreement shall be delivered personally or by commercial courier or by email to the registered address of the Party to be served as set out Schedule 1 (or to such other address as may from time to time be notified to the Insurer or to the Broker by the other expressly for such purpose). The notice shall be deemed to have been served, if delivered personally, at the time of such delivery or if delivered by courier, on the date and at the time that the courier's delivery receipt is signed; or immediately if sent by email, to the correct email address of the Party.

28 Force Majeure

Neither Party shall be liable for any delay or non-performance of its obligations under this Agreement caused by an event beyond its control (a Force Majeure Event - force majeure includes but is not limited to terrorism, strikes, lockouts, shortages of labour or raw materials, civil commotion, invasion, war and threat of or preparation for war,) provided that the Party affected gives prompt notice in writing to the other Party of such Force Majeure Event and uses all reasonable endeavors to continue to perform its obligations under this Agreement. Either Party may terminate this Agreement with 21 days' notice if such Force Majeure Event continues for more than 3 (three) consecutive months.

The Parties signing below confirm they have read, understand and agreed to this Agreement and the Schedules attached.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	132

Signed by [●]

in the presence of:

Witness signature:

Witness name (block letters):

Witness address:

Occupation of witness:

Signed by [●]

in the presence of:

Witness signature:

Witness name (block letters):

Witness address:

Occupation of witness:

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	133

29. Schedule 1 – Particulars

1 Details of contracting Company Party:

- 1.1 XXX, a company incorporated and existing under the laws of the UAE, [with registered branch in the Emirate of Dubai UAE], CBUAE Registration No. XX, with registered office(s) at [Company Address].
- 1.2 Any notice or other communication to be given under this Agreement shall be delivered personally or sent by courier or by fax or by email in the case of the Company to:
- [●] For the company to complete

2 Details of contracting Broker Party

- 2.1 [Broker Name] with Trade Licence [Trade Licence Number] operating under the laws of the Emirate of Dubai, UAE whose registered address is at [Broker Address].
- 2.2 Any notice or other communication to be given under this Agreement shall be delivered personally or sent by courier or by fax or by email in the case of the Broker to:
- [●] For the broker to complete

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	134

30. Schedule 2 – Classes of Insurance Commission

Class of business	Commission to be negotiated
Group health insurance (151+ Members)	For a group or corporate client account that achieves a Gross Written Premium (GWP) of AED 3,000,000 (Three Million AED) or more at inception, the applicable commission rate shall be seven percent (7%)
Group health insurance (151+ Members)	For a group or corporate client account that achieves a Gross Written Premium (GWP) of less than AED 3,000,000 (Three Million AED) at inception, the applicable commission rate shall be eight percent (8%).
Individual health insurance and SMEs (less than 150 members)	The applicable commission rate shall be ten percent (10%) for all client accounts, regardless of the Gross Written Premium (GWP) achieved
Essential Benefits Plan	The applicable commission rate for all policies issued under the Essential Benefits Plan (EBP) shall be five percent (5%)

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	135

31. Schedule 3 – Service Levels

1 Brokers

- 1.1 The Broker undertakes to abide by all aspects of the Regulation and the various law and regulation of the DHA and the CBUAE in relation to the performance of its obligations under this TOBA.
- 1.2 The Broker will contact the Company at least twice a quarter in order to report into the Company to maintain appropriate communication.
- 1.3 If a Client covers less than five hundred (500) members, it can only enter into one BORA with a Broker. If a Client covers more than five hundred (500) members, it cannot enter into more than two BORAs and these cannot be with the same insurance company.
- 1.4 The Broker will request from the Company the Client's claims data no later than 60 days prior to the policy's expiration in order to ensure any indicated renewal process is able to take place in good time.
- 1.5 In relation to training, Broker will adhere to and keep a training record of the DHA's training requirements which will be no less than forty (40) hours of the prescribed and standardized training areas.
- 1.6 Broker will disclose to Client its received commission from Company within thirty (30) days of receipt of the same from Company.
- 1.7 Broker will cap commission in accordance within the prescribed limits at Schedule 2.
- 1.8 Broker will notify Clients no less than 60 days prior to the expiration of the Insurance Policy in order for a reasonable period of time for renewal negotiations to be undertaken.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	136

- 1.9 Broker has an ongoing obligation to ensure the accurate collection of data including but not limited to demographics, contact information and any other relevant identifying information.
- 1.10 Broker will maintain accurate complaints register and reporting all any complaints to the DHA and the CBUAE.
- 1.11 Broker has a duty to immediately notify the DHA should it become aware that Insurer has contacted the Insured directly or indirectly at inception or renewal

2 Insurers

- 2.1 The Insurer undertakes to abide by all aspects of the Regulation and the various law and regulation of the DHA in relation to the performance of its obligations under this TOBA.
- 2.2 Insurer will pay commission in accordance with the prescribed limits at Schedule 2.
- 2.3 Insurer will share claims performance reports for (i) Insureds with 150+ members on a quarterly basis, and (ii) for SMEs/individual plans at the sixth and nine-month dates of Policy inception.
- 2.4 Insurer will not make any changes to an existing plan benefit or network without consulting Broker first no less than thirty (30) days prior to initiating such changes.
- 2.5 Insurer will not enter into any arrangements with Broker that relate to commission payments based on volume or performance.
- 2.6 In accordance with the Regulation, Insurer will not contact the Insured directly or indirectly at inception or renewal which may have the effect of the taking away of business from the Broker.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	137

- 2.7 Insurer will maintain an accurate complaints register and reporting all any complaints to the DHA and the CBUAE.
- 2.8 At all times, Broker will adhere to best industry standards in relation to ethical standards and conduct and commitment to treating clients and members fairly, in particular to:
- 28.1.1 Standards in relation to sales practices;
- 28.1.2 Standards in relation to the disclosure of information;
- 28.1.3 Standards in relation to the handling of complaints; and
- 28.1.4 Standards in relation to the electronic marketing and sale of Insurance Business.

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	138

74. Annexure 2: Broker Classification Assessment (Illustrative Only)

No.	Assessment dimension	Weight	Assessment of Broker A on the mentioned parameters	Scoring for Broker A
1	Broker complaints	25%	15% when there are 2 violation to DHA regulations on broker complaints management and resolution, based on DHA-DHIC Audit Findings	Broker A had 2 instances of non-compliance to DHA-DHIC complaints malmanagement and resolution guidelines Broker A's score on this dimension – 15%
2	Compliance to BoR Guidelines	25%	15% when Broker commits 1 violation of BoR Guidelines set by DHA on BoR Requirements for Brokers and Clients, based on DHA-DHIC Audit Findings	Based on the sample selected for BoR compliance assessment, Broker A had 1 instance of non-compliance Broker A's score on this dimension – 15%
3	TOBA Compliance	25%	- TOBAs between Brokers and Payers defining the roles and responsibilities of brokers and payers, member training, commission disclosure to clients, member onboarding process, performance reports and more. On a sample basis and audit of 5 TOBAs, the following is the scoring pattern - 15% when there are violations to TOBA requirements in 2 of the reviewed TOBAs	Based on the selected sample of TOBAs, there were violations in 2 of the assessed TOBAs on 1 or more parameters Broker A's score on this dimension – 15%
4	Disclosure of Broker Commission to clients	10%	- Based on DHA Guidelines, brokers are required to disclose broker commission to clients in a set format through standard professional communication channels. On a sample basis a review of 5% client agreements, this disclosure will be reviewed - 10% when the disclosure of commission is done to all the reviewed client's agreements	Based on the selected sample of clients, adequate commission disclosure was noted by Broker A Broker A's score on this dimension – 10%
5	Broker trainings and PHIR requirements	15%	- The DHA has set guidelines on the training requirements for PHIRs, with set themes for trainings to be conducted, the duration of training, reporting of trainings conducted, maintenance of PHIR register - 15% when the broker is in full compliance with DHA guidelines on broker trainings	Broker A was found to be in compliance with the DHA guidelines on broker training and PHIR requirements Broker A's score on this dimension – 15%
Total		100%		Broker A total score – 70%

Legend for scoring: Platinum – 80% and above Gold – 70-79% Silver – 60-69% Bronze – 50-59% Not classified – 49% and below

ID	Issue#	Issue Date	Effective Date	Revision Date	Page#
DHA/DHIC/HEIPD/GU-02	01	12/12/2025	12/12/2025	25/11/2030	139