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LAW UPDATE

Latest Legal News and Developments from the MENA Region

Transport & Insurance:
Ever Relevant, Ever Needed


THE TRANSPORT
& INSURANCE
EDITION

IN THIS ISSUE

Welcome to this month's Law Update!

I hope that you, your friends and family are keeping well.

This month we focus on the Transport and Insurance sectors. As we know, the airline industry has been one of the hardest hit by COVID-19. Slowly but surely, the industry is finding its feet despite the ongoing challenges, navigating its way back to safety and increasing tourist and transit numbers to and through the region. The challenges faced by global transportation and logistics firms in facilitating the continued operation of supply chains has led to innovative solutions as well as an increase in cross-border co-operation in order to ensure that goods, including critical medical supplies, safely reach their intended destinations with minimal disruption. Our Transport and Insurance teams give a detailed overview of their articles and highlights the importance of a cohesive approach to air, land and sea transportation (page 27).

As Middle Eastern countries seek to further strengthen their maritime capabilities, the team goes on to discuss the importance of registering ships under UAE law (page 29).

The Insurance arm of the team discusses the key legal issues for insurance providers under the new UAE Electronic Regulations, noting what needs to be done in order to comply with the rules and guarantee a smooth roll out of this new technology (page 33).

Our teams analyse two important judgments: firstly, whether a vessel purchase price can be considered a maritime debt under UAE Maritime Law (page 13); and secondly whether a consultant's report or the opinion of a court appointed expert should be used to determine material breaches when terminating a commercial agency (page 9).

Turning to our construction experts, we take another look at COVID-19 as the true impact on the industry begins to unfold and parties' approaches to contractual obligations begin to evolve and adapt to the changing circumstances (page 17).

Our senior Technology Media & Telecommunications lawyers in KSA and the UAE collaborate to examine the requirements for data protection officers in the Dubai International Financial Centre and underline the importance of data controllers and data processors knowing whether or not they are subject to the statutory requirement to appoint a Data Processing Officer under the DIFC Data Protection Law (page 23).

Another interesting topic explored in this month's issue is the importance of professional indemnity insurance and, in particular, we examine the distinction between civil and criminal liability and why professional indemnity does not cover criminal liability (page 37).

Finally, we move on to the measures implemented by Dubai Customs to mitigate the economic impact of COVID-19, including tax and fee breaks as well as postponement of fines for various violations all with the view of reducing the cost of doing business and enhancing the flow of trade in the Emirate (page 47).

I very much hope that you enjoy this edition. Should you have any queries on any of the topics, feel free to reach out.

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CON-TENTS

Consultant report versus court appointed expert: proving material breaches and terminating a commercial agency

Law Update Judgments aim to highlight recent significant judgments issued by the local courts in the Middle East & North Africa. Our lawyers translate, summarise and comment on these judgments to provide our readers with an insightful overview of decisions which are contributing to developments in the law. If you have any queries relating to the Law Update Judgments please contact info@tamimi.com.

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Introduction

In a case tried three times by the Federal Supreme Court, the Federal Supreme Court (in case 247 of 2019 dated 13 July 2020) decided a commercial agency dispute between a principal and its commercial agent and considered the question of what constitutes a material breach of a commercial agency agreement to justify termination. The court's approach was unexpected as it relied on a report by a consultant expert used by the principal and ignored the report of the court appointed expert.

It is well known by legal practitioners involved in commercial agency disputes that it can be difficult to establish a material breach that convinces the Commercial Agencies Committee and court. However, the case below is a clear example of how we successfully persuaded the court to deregister a commercial agency agreement with the Ministry of Economy.

The facts of the case

The Appellant ('principal') is a limited liability company operating from its registered office in India and is engaged in the business of operating scheduled air transportation services. In 2011, the Appellant appointed the Respondent ('Agent') as a general sales agent for its passenger and cargo business in the UAE. Accordingly, the Appellant executed a Passenger General Sales Agency Agreement ('PGSA') and a Cargo General Sales Agency Agreement ('CGSA') ('Service Agreements') with the Respondent, whereby it appointed the Respondent as one of its general sales agents in the UAE, on a non-exclusive basis and for a fixed term of three years.

The Appellant later discovered that the Respondent, in bad faith, registered the two Service Agreements as commercial agency agreements at the Ministry of Economy, thereby bringing the Services Agreements under the Commercial Agency Law.

The procedural history of the dispute is complicated. The Appellant filed a complaint with the Commercial Agencies Committee and asked the Committee to cancel the registration of the agency. The Committee, however, rejected the complaint. Accordingly, the Appellant filed its claim before the Federal Court of First Instance challenging the decision of the Committee. The Court of First Instance also rejected the claim and so the Appellant appealed to the Federal Court of Appeal (first appeal) which allowed the appeal and overruled the Court of First Instance judgment. The Respondent appealed to the Federal Supreme Court (first cassation) and the Supreme Court overruled the decision of the Court of Appeal and remanded the case for retrial by the Court of Appeal (second appeal). The Court of Appeal on the second appeal decided to uphold the Court of First Instance judgment and rejected the application to cancel the agency registration. The Appellant then filed an appeal to the Federal Supreme Court (second cassation) and this time the Supreme Court accepted the appeal and overruled the Court of Appeal judgment. In view of the second appeal to the Court of Appeal, the Court decided to apply its own powers and consider the merits of the dispute. The Court referred the case to two experts, an accountant and a commercial agencies expert, to report to the Court on the issues in dispute and to enable it to decide whether the Respondent committed any material breach of the GSA Agreements.

Appellant's grounds for termination

The Appellant based its claim for termination and deregistration of the agency on the following grounds:

1. The Service Agreements between the Appellant and the Respondent were not commercial agency agreements. Both agreements were on a non-exclusive, short term basis – the opposite characteristics of a commercial agency agreement. Furthermore, the Appellant had the right to determine its own representatives or agents and to establish its own company in the region for similar services as being provided by the Respondent under the Service Agreements.
2. Under both Service Agreements, the Respondent was described as a "General Sales Agent" and an "Independent Contractor" but never as an "exclusive commercial agent".
3. The Appellant alleged that the Respondent maliciously tricked the Appellant into providing a letter that the Respondent, in bad faith, used to register the Service Agreements under the Commercial Agency Law. Accordingly, the registration of the Service Agreements as commercial agency agreements by the Respondent was obtained by fraud and misrepresentation.
4. The Respondent had also committed multiple material breaches of the terms of the Service Agreements which were highlighted by the Appellant. These breaches justified the non-renewal of the Service Agreements.

The Commercial Agencies Committee decision and First Instance grounds

The Commercial Agencies Committee rejected the Appellant's complaint on the grounds that the two agreements were commercial agency agreements and that the commercial agency was still exclusive notwithstanding the fact that the Appellant was entitled to appoint other distributors. The Committee held that the agent had the right to commission on all transactions through others which did not negate exclusivity.

This reasoning was accepted by the Court of First Instance and the Court decided that the Service Agreements were commercial agency agreements and not simple service agreements. The Court also rejected the plea of non-exclusivity.

The Court of Appeal (first appeal)

In the first Court of Appeal decision, the Court however, had a different view and ruled that the Respondent was clearly described under the Service Agreements as an independent contractor and the services rendered by him were not similar to those undertaken by a commercial agent. The Court decided to overrule the Court of First Instance judgment and order the deregistration of the commercial agency agreement.

Federal Supreme Court (first round)

The Supreme Court however disagreed with the Court of Appeal when the matter was appealed before it for the first time and decided that the two agreements were, in fact, commercial agency agreements since the Respondent was paid commission to provide services within a specific territory. Accordingly, the Supreme Court overruled the Court of Appeal decision and referred the matter back to the Court of Appeal for retrial to consider whether the breaches attributed to the Respondent constitute a material reason to justify termination of the agency agreement as provided under Article 8 of the Commercial Agencies Law.

The Court of Appeal (second appeal)

When the matter was tried again by the Court of Appeal, the court decided that the Service Agreements were in fact commercial agency agreements and the breaches attributed to the Respondent were not sufficient to justify the termination. The Court therefore decided to uphold the decisions of the Court of First Instance and Commercial Agency Committee.

Federal Supreme Court (Second Cassation)

The Appellant did not let the matter rest and filed another final appeal before the Supreme Court, arguing that the Court of Appeal overlooked material grounds in its appeal. In view of the second appeal, the Supreme Court looked into the merits of the case. This time the Supreme Court issued a detailed and reasoned judgment which is the subject matter of this article.

Principles established by the Federal Supreme Court

First, before conducting an analysis of the merits of the dispute, the Federal Supreme Court in the second appeal referred the matter to new accountancy and commercial agency experts to report to the Court on the allegations of material breaches raised by the Appellant against the Respondent.

During the expert proceedings, the Appellant hired an independent accountant as a consultant and provided him with financial information of its business in the UAE. The consultant prepared his report and highlighted that the sales made by the Respondent were lower compared to the sales made by the other general sales agents appointed by the Appellant. The number of flights sold by the replacement agent were better than those made by the agent. In this comparison the consultant reported that the performance of the Respondent as a general sales agent had been poor and negatively affected the profitability of the business.

> The Federal Supreme Court's approach in this case was particularly helpful. It reviewed and compared the two reports and relied on the consultant's report rather than the report of the court appointed experts.

The Appellant submitted this consultant report (showing that the Respondent had been negligent in its performance of its obligations) to the two experts appointed by the Court. The Court appointed experts decided to ignore it without discussing it and instead published their own report in which they concluded that the reasons cited by the Appellant were not material or sufficient enough to justify terminating the agency agreement. They reached this conclusion even though the accountant expert appointed by the Court also confirmed that the sales by the Respondent were weak but did not consider it a good enough reason to qualify as material reason.

The Federal Supreme Court's approach in this case was particularly helpful. It reviewed and compared the two reports and relied on the consultant's report rather than the report of the Court appointed experts and held that the reasons outlined by the consultant were based on a proper analysis of the sales and proved beyond doubt that the Respondent's performance in selling tickets of the Appellant had been poor. This was a material reason to justify termination of the agency agreement.

The Federal Supreme Court then overruled the Court of First Instance judgment and the Commercial Agencies Committee decision in rejecting the request of the Appellant to terminate the agency agreement and de-register it from the Commercial Agencies Register.

Conclusion

In this dispute the Appellant raised an important point about the non-exclusivity of the agreements and this is key to determining whether the agreements are commercial agency agreements. The agreements provided for the right of the Appellant to establish its own company in the territory and process sales directly or through others. In our opinion this was a valid argument, however it was not accepted by the Supreme Court on the grounds that the agent was appointed on a commission basis within a specific territory which was construed a commercial agency.

For further information, please contact El-Ameir Noor (a.noor@tamimi.com).

Is a vessel purchase price classified as a maritime debt under Article 115 of the UAE Maritime Commercial Law?

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This article is a review of a judgment by Khor Fakkaan's Court of Appeal (Appeal Number 30/2020 Commercial) regarding ship arrest and maritime debts under the UAE Maritime Commercial Law.

The question before Khor Fakkaan's Court of Appeal was whether, under Article 115 of the UAE Maritime Commercial Law, a vessel purchase price is classified as a maritime debt or not.

Al Tamimi & Company represented the Claimant in this matter.

Nature of the claim

On 10 June 2019, a shipping company ('Claimant') agreed to sell one of its vessels ('Vessel') to another company ('Defendant') based on a vessel purchase Agreement ('MoA'). The purchase price of the vessel was in the amount of US$11,700,000 ('Purchase Price') to be paid via an escrow account. Furthermore, it was agreed that the Defendant would pay 20 per cent of the Purchase Price, in advance, to the Claimant prior to the delivery of the Vessel and the balance of the Purchase Price to be paid within three days of delivering the Vessel to the Defendant.

On 9 October 2019, the Claimant received the 20 per cent of the Purchase Price amounting to US$ 2,340,000. Therefore, the Claimant arranged for the ownership of the Vessel to be transferred to the Defendant and according to the MoA, the Vessel was delivered to the Defendant at Khor Fakkan Port on 23 October 2019. However, the Claimant still did not receive the balance of the Purchase Price within the time as specified in the MoA.

Therefore, on 25 January 2020, the Claimant filed arbitration proceedings against the Defendant in London claiming either: the return of the Vessel; or alternatively, the remainder of the Purchase Price (amounting to US$9,983,921.91) owed to them.

Moreover, on 28 January 2020, the Claimant obtained an arrest order over the Vessel which was based at Khor Fakkan based on Article 115/M/N. The Claimant founded the ship arrest application on the MoA.

Furthermore, on 10 February 2020, the Claimant obtained an injunction order from the Eastern Caribbean Supreme Court in the High Court of Justice Commonwealth of Dominica restraining the Defendant from transferring, altering or interfering with the provisional registration of the Vessel in the Maritime Registry of Commonwealth of Dominica Maritime and the Vessel was to be preserved and not to be sold or transferred.

The Court of First Instance "the grievance stage"

On 30 January 2020 the Defendant filed a grievance with the Khor Fakkan Court of First Instance challenging the arrest order over the Vessel.

The Defendant argued the following in the grievance:

1. the Court of Khor Fakkan does not have the jurisdiction to grant the arrest order claim, as it was agreed to refer any dispute arising out of the MoA to the arbitration in London;
2. the Claimant's debt is not classified as a maritime debt, so the arrest order was not issued in accordance with Maritime Law; and
3. the Defendant does not have the capacity to be sued in this claim as it transferred the 80 per cent of the Purchase Price to the escrow account and it submitted to the Court a remittance advice showing that it had transferred that amount to the escrow account.

Therefore, the Defendant requested the Court cancel the arrest order and release the Vessel.

The Claimant's defence in response to the grievance

The Claimant responded to the Defendant's grievance as follows:

1. the arbitration clause in the MoA does not give the arbitral tribunal the jurisdiction to issue arrest orders over the Vessel. Moreover, the Court of Khor Fakkan should have the jurisdiction to issue the arrest order over the Vessel, as the Vessel was within the UAE's territorial waters when the arrest order was issued;
2. the Claimant's debt is classified as a maritime debt under Article 115/M/N, as it relates to the dispute over the ownership of the Vessel and/or in connection with the co-ownership of the Vessel based on the following facts:
   i. the Claimant is seeking the return of the Vessel's ownership in the arbitration proceedings in London;
   ii. the Claimant has obtained an injunction order from the High Court of Justice Commonwealth of Dominica restraining the Defendant from selling, transferring, altering or interfering with the provisional registration of the Vessel in the Maritime Registry of Commonwealth of Dominica Maritime until a final award is issued in the arbitration proceedings; and
   iii. the Claimant still owns 80 per cent of the Vessel and therefore, it is a co-owner of the Vessel by law.

Therefore, it is evidenced that the Claimant's debt is deemed to be a maritime debt based on Article 115 M/N. Alternatively, the Claimant's debt is considered a maritime debt, as the MoA relates to the use or and/ or exploitation of the Vessel which is also considered a maritime debt.

Article 115 of the UAE Maritime Commercial Law does not expressly classify a vessel purchase price as a maritime debt. Therefore, it could be argued that if a creditor arrests a vessel due to the fact that its debtor did not pay the vessel purchase price and then files a substantive claim seeking the purchase price of the vessel, such debt should not be qualified a maritime debt. As in this case, the dispute will be over the vessel purchase price under the vessel purchase agreement (commercial debt). However, if the creditor claims the vessel's return in the substantive claim, such debt should be considered as a maritime debt based on Article 115/M/N, as the dispute will concern the ownership of the vessel.

Article 115 of the UAE Maritime Commercial law provides:

> *"It shall be permissible to effect a preservatory arrest against a vessel by an order of the civil court having jurisdiction. Such an arrest shall not be made save for the satisfaction of a maritime debt.*
>
> *2. The expression "maritime debt" shall mean a claim in respect of a right arising out of any of the following causes:*
>
> *(a)....*
>
> *(d) Contracts relating to the use or exploitation of the vessel under a charterparty or otherwise....*
>
> *(m) A dispute as to the ownership of the vessel.*
>
> *(n) A dispute in connection with the co-ownership of the vessel, or with the possession or use thereof, or with the right to the profits arising out of the use thereof."*

3. the Court does not have the jurisdiction to decide on the Defendant's arguments in which it alleged that it paid the 80 per cent of the Purchase Price, as such a defence should be determined by the arbitration proceedings in London. However, the Claimant submitted evidence to the Court that shows that it has not received the 80 per cent of the Purchase Price.

Hence, the Claimant requested the Court to dismiss the grievance and uphold the arrest order over the Vessel.

The Court of First Instance's judgment

On 24 February 2020, Khor Fakkan's Court of First Instance issued its judgment and decided to dismiss the grievance. The Court based its judgment on the following grounds:

1. the Court has the jurisdiction to issue the arrest order as the Vessel was within the UAE's territorial waters when the arrest order was issue;
2. it is evidenced that the Defendant had not paid the Claimant the outstanding 80 per cent of the Purchase Price of the Vessel;
3. the Claimant's debt relates to the dispute over the ownership of the Vessel and this is evidenced by the injunction order which restrains the Defendant from selling the Vessel until a final award is issued in the arbitration proceedings; and
4. it is evidenced that the arbitration proceedings relate to the dispute over the ownership of the Vessel.
5. Therefore, the Court decided to dismiss the grievance and uphold the arrest order over the Vessel based on Articles 115 and 116 of the UAE Maritime Commercial Law.

The Court of Appeal

The Defendant filed an appeal before the Khor Fakkan Court of Appeal, challenging the Court of First Instance's judgment. The Defendant repeated all the arguments it had raised before the Court of First Instance previously and did not raise any new arguments and consequently, requested the Court to cancel the arrest order and release the Vessel.

The Claimant also reiterated all its arguments which were raised before the Court of First Instance and confirmed that the appealed judgment was issued in accordance with the law. Therefore, the Claimant requested the Court to dismiss the appeal and uphold the judgment of the Court of First Instance.

The judgment of the Court of Appeal

On 4 May 2020, the Court of Appeal dismissed the Defendant's appeal and upheld the judgment of the Court of First Instance. The Court of Appeal ruled that the judgment of the Court of First Instance was issued in accordance with the law. Therefore, the Court of Appeal adopted the findings of the Court of First Instance and referred to it as a part of its judgment. Moreover, the Court of Appeal added the following reasons to its judgment:

1. the Court has the jurisdiction to issue the arrest order, as the arbitration clause in the MoA does not give the arbitral tribunal the jurisdiction to issue arrest orders over the Vessel; and
2. since the rights that arise under a charterparty are classified as a maritime debt under Article 115/D, rights that arise out of the Vessel purchase price should have been considered as a maritime debt.

Conclusion

Article 115 of the UAE Maritime Commercial Law does not expressly classify a vessel purchase price as a maritime debt. Therefore, it could be argued that, if a creditor arrests a vessel due to the fact that its debtor did not pay the vessel purchase price and then files a substantive claim seeking the purchase price of the vessel, such debt should not be considered a maritime debt. As in this case, the dispute will be over the vessel purchase price under the vessel purchase agreement (commercial debt). However, if the creditor claims the return of the vessel's ownership in the substantive claim, such a debt should be considered as a maritime debt based on Article 115/M/N, as the dispute will concern the ownership of the vessel.

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Construction & Infrastructure

COVID-19: its impact on the construction industry

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Several months have now elapsed since the COVID-19 pandemic took hold across the GCC and the extent of its ongoing consequences are becoming apparent.

This article provides an overview of some of the key legal consequences of the pandemic and how it may shape the future of the construction industry.

Position to date

In our experience, parties have, thus far, largely collaborated in good faith in an effort to address the impact of the pandemic and to find mutually acceptable solutions (which do not necessarily fall within the strict confines of the underlying contract).

In part, this has meant that the deluge of claims and disputes that were anticipated has yet to materialise. However, it would be perhaps naïve to believe that positions will not subsequently harden and that significant disputes arising out of the pandemic will not crystallise. Indeed, the current position may well be the 'lull before the storm', particularly as some agreements that were reached between parties have been short term in nature and were only ever going to be 'quick fixes'.

This collaboration was, in certain circumstances, predicated on the assumption that the impact of the pandemic would be short-term and that the consequences could be addressed relatively informally.

While this approach has been suitable in some instances, other situations have proved (or are proving to be) more contentious.

This is particularly the case in respect of larger projects and especially those that have completion dates sometime in the future and involve international and complicated supply chains.

Such projects are more likely to become adversarial with parties scrutinising their legal entitlements and this may well pave the way for subsequent litigation.

We therefore briefly set out below some of the key contractual and legal issues that are likely to be pivotal in such issues

Common contractual issues

As with any other legal issue, the impact of COVID-19 has to be carefully assessed on a case by case basis, especially by reference to the underlying contract and the relevant governing law.

Although some parties have looked at the impact of COVID-19 from a force majeure perspective, this has not always been the correct characterisation of the situation and can be a 'red-herring'.

This is because force majeure clauses usually operate on the basis that performance has become impossible (or performance has otherwise been prevented).

In our experience, impossibility (or prevention) is a very high threshold to satisfy and is therefore typically contested, sometimes fiercely.

Indeed, we recently encountered the extreme proposition that illegality does not constitute impossibility as the obligor was still physically able to perform the obligation in question (although such performance may result in a sanction being imposed). We do not consider this position to be credible but it nevertheless illustrates the difficulties that can be encountered by a party seeking to rely on force majeure.

In any event, COVID-19 (and its consequences) have tended to make performance more difficult (or expensive), but not impossible as, for example, work-around solutions (which complement the pervasive obligation to mitigate) can often be deployed. For example, design work could usually be performed remotely when offices were locked-down while construction activities at site were typically permitted to proceed (although subject to restrictions) throughout lock-downs.

Another issue is that the force majeure clause may be limited to the country in which the project is physically located. The prevalence of 'back to back' drafting in subcontracts may mean that subcontractors and members of the supply chain may be unavailable to avail themselves of relief in respect of force majeure if their obligations are performed offshore while issues regarding foreseeability are likely to create significant hurdles in respect of contracts executed after the onset of the pandemic.

Accordingly, parties may be well advised to look to other avenues for relief while, even if force majeure is a viable option, other approaches may provide more generous compensation regimes.

Using the FIDIC 1999 Red Book as an example, a contractor is usually entitled to an extension of time if the consequences of the pandemic caused unforeseeable shortages in labour and/or materials, or caused unforeseeable delays in the authority approval process (provided that the contractor diligently followed all applicable processes).

Further relief (in the form of both an extension of time and costs) may also be available on account of changes in laws as well as the introduction of new laws implemented to address the impact and to contain the pandemic (such as in respect of social distancing in workers' accommodation and transport to and from site). It may also be possible for the contract price to be adjusted to reflect any rise or fall in labour or materials (although this provision is frequently deleted from executed forms of contract).

As a generic point which applies to all claims, care must be taken to ensure that the relevant claims procedures are strictly adhered to, particularly as time-bars may apply if claims are made outside of the relevant notice periods.

Several months have now elapsed since the COVID-19 pandemic took hold and the extent of its ongoing consequences are slowly becoming apparent.

Common issues at law

If the contract does not address the consequences of COVID-19 (or, alternatively, if the contractual position is unhelpful for a particular party), relief may be available under the relevant applicable law.

Using Qatar as an example, Article 187 of the Qatari Civil Code states that a contract is *"automatically annulled"* if performance "*becomes impossible for some external reason in which the debtor played no part"* (although the contract will remain in place in respect of any aspect of the contract that remains capable of being performed).

As noted above, impossibility may be inapplicable and, in this situation, Article 171(2) of the Qatari Civil Code may become relevant.

> This is a mandatory provision of law that potentially provides relief to the obligor *"if general exceptional events occur that it was not possible to anticipate, and the consequence of their occurrence is that execution of the contractual obligation, even if it does not become impossible, yet becomes burdensome to the debtor, such that it threatens him with massive loss"*.

In this situation, the judge (or arbitrator) has the discretion to adjust the obligations of the parties so that the serious consequences of the "exceptional" and unanticipated event can be rebalanced to prevent the obligor from suffering "massive loss", which is generally considered in the context of the relative values under the underling contract.

The party seeking to have the contractual obligation realigned has the evidential burden of demonstrating that the mutually agreed contractual provision should be readjusted.

Traditionally, this is an onerous burden to discharge, particularly as this is contrary to the overarching principle of freedom of contract while construction contracts are frequently concluded by two experienced commercial entities.However, we consider that decision makers may be more inclined to consider applications made under Article 171(2) of the Qatari Civil Code in the context of the COVID-19 pandemic.

The Civil Codes of other jurisdictions across the GCC (including the UAE and Kuwait) contain similar provisions to the foregoing.

General consequences of COVID-19

Obtaining relief and enforcing rights under existing construction contracts obviously only constitutes one aspect of the impact the pandemic. A further and more profound impact is that economies across the globe have inevitably contracted and that has resulted in fewer projects being procured (as well as other projects being mothballed).

This has inevitably meant that competition has significantly increased in respect of the projects that are being let, although we do expect to see an uptick in infrastructure and industrial projects.

This, in turn, has often resulted in both contractual terms being made more 'employer friendly' and for contract prices being reduced (meaning that the more onerous risk profile is not priced).Such reductions and more onerous terms are then almost invariably imposed on the supply chain.

It is becoming increasingly apparent that the COVID-19 pandemic will not be resolved in the near future and, accordingly, it follows that the construction market will remain competitive for the foreseeable future.

Given downward pressure on contract prices, it will be incumbent on participants in the industry to increase and improve internal efficiencies. One way of achieving this is to look towards embracing new technologies. However, this will inevitably result in significant upfront expenditure and it is unclear how many contractors will have the appetite to incur such costs when liquidity and cashflow can be problematic.

A further consequence of a contracting construction market is that liquidity issues invariably increase, while certain projects may become unviable in the current circumstances and are therefore indefinitely 'mothballed'.

This often paves the way for a more contentious environment in respect of which parties seek to recover and claw back outstanding amounts, some of which may have been outstanding for a significant period of time.

Although (as with the consequences of COVID-19) we are aware of parties reaching amicable settlements in this regard, this is not always possible and parties therefore need to carefully consider how best to enforce their rights.

This can be problematic if the underlying contract prescribes that disputes are to be determined by arbitration but the amount at stake (although significant) may not justify the costs that will necessarily be incurred by arbitration. In our experience, this is a common problem.

While there are ways to potentially resolve issues of this nature (in respect of which we frequently advise), there is no substitute for the underlying contract to provide a clear mechanism for the expeditious, proportionate and cost effective resolution of disputes.

As a general consequence of the pandemic, we expect that parties will, going forward, carefully consider and negotiate the dispute resolution mechanism (i.e. by introducing different mechanisms dependent on the amount of the value of the claim) to ensure that there is certainty as well as the cost effective enforcement of rights in respect of key issues, including certification and payment.

In closing, COVID-19 has undoubtedly impacted on the construction market and its consequences will be felt for some time to come.

However, confidence is slowly starting to return to the sector and, in this regard, we expect parties to pay significant attention to and to seek to negotiate key risk provisions under their contracts.

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Promotional activities in Dubai

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As per the constitution of the United Arab Emirates ('UAE'), Islam is the official religion of the country, therefore games of chance (gambling) are prohibited. However, there are companies in Dubai which allow consumers the possibility of winning prizes where a value is exchanged. Each Emirate has implemented laws and regulations that prohibit gambling and gambling related activities. In line with Islamic beliefs, UAE laws that prohibit gambling are expressly set out and other laws indirectly prohibit gambling. That being said, a promotional activity where a business offers draws or prizes in Dubai shall be evaluated on a case by case basis. In circumstances where such activities are undertaken, the business should seek approval from the Department of Economic Development in Dubai ('DED'). Companies advertising promotions that indicate cash prizes or gambling activities could face serious consequences such as hefty fines or imprisonment.

This article will discuss the legal scope of undertaking promotional activity in Dubai including the risks and limitations in carrying out such promotions.

Lotteries in Dubai

Since the commencement of Emirates Lottery, which is backed by the UAE government, we have seen a lot of interest from clients who wish to emulate the concept of the Emirates Lottery. In relation to the Emirates Lottery, our understanding is that it is supported by the UAE Government and has been instituted with the objective of achieving community development. We are

> Companies intending to conduct promotional draws should be aware of the risks involved with solely conducting promotional activities. Companies that do not follow the DED guidelines, can be subject to a suspension of all its activities including the company licence along with a fine.

aware that the Emirates Lottery is a fatwa-approved digital collectable scheme with optional free entry to a weekly draw when purchasing an Emirates Lottery collectable. The backdrop in which the Emirates Lottery is being promoted is an exception to the rule and therefore, unlikely to be replicated, in case a private party wishes to use it as a precedent to obtain a similar licence for such a lottery even if it were considered sharia-compliant. That said, we wish to highlight that this is based on our understanding of the current policy, which may change in the future.

Promotions in Dubai

Companies in the UAE may choose to engage in promotional activities by carrying out draws through their licensed activity, such as a general trading licence, rather than directly selling products to enter draws. For example, if a company in Dubai wishes to conduct draws as a promotion, it is required to obtain a Promotion Permit from the DED as such draws are regulated by that government body. This permit is an official document issued on a monthly or annual basis by the DED.

According to the DED Permit Guidebook, Promotional Permits can be granted only if the promotion is in the form of benefits, incentives, in-kind prizes or vouchers. On the other hand, the DED Promotional Permit prohibits companies that offer promotional draws in exchange for winning cash prizes. The DED Permit Guidebook also illustrates that raffle tickets used to enter a draw may not be sold for cash but can be distributed and promoted when goods or services are purchased. For the time being, the DED has suspended and is currently reviewing the process of granting Promotional Permits.

Conducting online promotions

In adapting to the new norms, the DED has launched new initiatives such as the DED Trader licence to promote e-commerce in facilitating online commercial activities, and has seen an 83 per cent increase of licenses issued from January to the end of June 2020[1]. Currently, there are no permitted activities in the UAE free zones or the DED which allow for online lotteries. However, a company that intends to sell products online may conduct promotional draws, subject to the DED approval.

Risks

Companies intending to conduct promotional draws should be aware of the risks involved with solely conducting promotional activities. Companies that do not follow the DED guidelines, can be subject to a suspension of all their activities including the company licence in addition to a fine. Promotional Permits are issued on an annual or monthly basis by the DED, therefore, the DED has full discretion to refuse an application for renewal of the DED Promotional Permits. We are aware that currently the DED is reviewing the existing policy for the issuance of Promotional Permits and may review its policy in this regard.

[1] *Dubai Economy sees 83% growth in DED trader licences issued in first half of 2020, 4th July 2020, https://wam.ae/en/details/1395302853062*

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Conclusion

In conclusion, the activity of a lottery as a stand-alone activity cannot be licensed, such as in the case of the Emirates Lottery (which is unlikely to be permitted for private parties). On the other hand, promotional draws through a commercial licensed activity such as general trading may be granted with the prior approval of the DED. The DED is reconsidering its policy of re-issuing Promotional Permits and we hope that its new policy encompassing promotions is more exclusive so that it can support businesses in Dubai.

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Requirements for Data Protection Officers in Dubai International Financial Centre


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As of July 2020, the Dubai International Financial Centre, a financial services free zone in the Emirate of Dubai, has a new data protection law, the Data Protection Law 2020 (the 'DIFC Data Protection Law'). One key topic relevant to data controllers and data processors subject to the DIFC Data Protection Law is the question of whether or not it is compulsory to appoint a Data Protection Officer ('DPO'). A DPO is someone appointed by a data controller or data processor to independently oversee certain data protection operations. In this article, we consider this point, and provide further information on related issues, including who can fulfil the DPO role, and the obligations incumbent on a DPO.

Is there a statutory requirement to appoint a DPO?

There is a requirement to appoint a DPO in certain circumstances. Certain DIFC Bodies (such as the DIFC Authority, the Dubai Financial Services Authority, and the DIFC Courts (with a limited exception), are required to appoint a DPO. Data controllers and data processors that are performing certain 'high risk' personal data processing activities must also appoint a DPO. There may be circumstances where the Commissioner of Data Protection requires a data controller or data processor, not falling into either of these categories, to appoint a DPO.

If a data controller or data processor is subject to the statutory requirement to appoint a DPO, it must submit an annual assessment of its data processing activities to the Commissioner of Data Protection, in the form prescribed by the Commissioner.

The type of 'high risk' personal data processing activities that trigger the requirement to appoint a DPO include:

- processing that utilises innovative technologies or methods, with a material increase in risk to security or to data subject rights;
- a considerable amount of personal data will be processed and such processing is likely to result in a high risk to the data subject (e.g. due to the sensitivity of the data, or risks relating to security, integrity or privacy of the data);
- the processing will involve a systematic and extensive evaluation, based on automated processing, on which decisions are based that produce legal effects or similarly significantly affect the natural person; or
- a material amount of 'special categories' of personal data (e.g. personal data revealing or concerning racial or ethnic origin, communal origin, political views, religious beliefs, criminal record, trade-union membership and health or sex life) is to be processed.

Data controllers and data processors that are subject to the DIFC Data Protection Law need to determine whether or not they are subject to the statutory requirement to appoint a DPO.

Data controllers and data processors subject to the DIFC Data Protection Law should consider whether they fall within any of the types of entities that must, by their nature, appoint DPOs. Otherwise, they should assess their personal data processing activities to determine whether they fall into the 'high risk' category that necessitates the appointment of a DPO. Based on guidance issued by the Commissioner of Data Protection, it can be concluded that the threshold for 'high risk' personal data processing is not high; there is some likelihood that many data controllers and processors operating in DIFC need to appoint a DPO.

Even if a statutory requirement to appoint a DPO does not apply, a data controller or data processor subject to the DIFC Data Protection Law still needs to clearly allocate responsibility for data protection compliance within its organisation. It is also permissible for a data controller or data processor to appoint a DPO in circumstances where it is not strictly required to do so.

Who can be a DPO?

A DPO could be someone employed within a data controller or data processor, or within the corporate group of the data controller or processor (where the data protection officer role is managed centrally across a corporate group), or a third party service provider.

An individual acting as DPO to a corporate group can be based outside the UAE; otherwise, DPOs need to be resident in the UAE. (To the extent that a DPO could be a corporate third party service provider, it is our understanding that such service provider would need to be an entity licensed to operate in the UAE.)

A DPO needs to be familiar with the requirements of the DIFC Data Protection Law, and ensure that its data controller or data processor complies with such requirements. A DPO needs to be able to act independently and under his or her own authority, and have sufficient resources to discharge the duties of a DPO effectively, objectively and independently. A DPO needs to have timely and unrestricted access to information within the data controller or data processor to perform the duties of the DPO, and to have direct access to senior management. A DPO can perform other roles within a data controller or data processor, and for many organisations it would not be uncommon for the DPO role to be filled by a legal or compliance specialist, or an HR specialist, depending on the size and nature of the organisation.

If a DPO is required, the DPO needs to have the competencies and status necessary to discharge his or her duties, as contemplated in the DIFC Data Protection Law.

Importantly, a DPO needs to be able to fulfil a variety of specific tasks set out in the DIFC Data Protection Law. These include:

- monitoring its data controller's, or data processor's, compliance with the DIFC Data Protection Law, and any policies relating to the protection of personal data (such as training of staff involved in personal data processing operations, and the data protection audits);
- advising relevant personnel of the data controller or data processor of applicable obligations pursuant to the DIFC Data Protection Law and other data protection considerations (such as foreign requirements with extra-territorial effect), and on data protection impact assessments;
- co-operating with the Commissioner of Data Protection, and acting as the Commissioner's contact point for issues relating to personal data processing;
- addressing the Commissioner's findings, recommendations and directives, etc.; and
- acting as the contact point for data subjects who wish to exercise their rights under the DIFC Data Protection Law.

What next?

Data controllers and data processors that are subject to the DIFC Data Protection Law need to determine whether or not they are subject to the statutory requirement to appoint a DPO. If a DPO is required, the DPO needs to have the competencies and status necessary to discharge his or her duties, as contemplated in the DIFC Data Protection Law. One of the first responsibilities of the DPO will be to ensure that the annual assessment is submitted as a matter of priority.

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TRANSPORT & INSURANCE: EVER RELEVANT, EVER NEEDED

We are once again pleased to share with you, Al Tamimi & Company's annual Transport & Insurance special issue of the Law Update.

The topics of Transport and Insurance have always been relevant to everyone, and even more so in the year 2020. Now more than ever, transportation by sea and air acted as the lungs for a besieged world enabling both consumers and parties in commercial transactions to receive their essential and desired articles keeping the world at least relatively moving. Insurance, which arose out of uncertainties and risk from transport by sea, continues to be relevant today, where uncertainties appear to prevail. Actually, who amongst us has not received a query about force majeure?! Today, we continue to be actively engaged with clients to address their issues which arise directly and indirectly from COVID-19's spread and the measures employed by various authorities.

Aside from COVID-19, the shipping industry was in the spotlight in 2020 for various reasons. The tragic explosion of Beirut Port the history of which was traced to a ship arrest and the issues of dangerous cargo and storage of the same. Second, the people of Mauritius witnessed the unfortunate oil spill after a vessel ran aground on a coral reef, which reminded the world that ship pollution continues to threaten our environment. Third, a livestock carrier (with 43 crew and almost 6,000 cattle) was lost at sea when it crossed paths with a typhoon - underscoring that risk in marine voyages is real, and why insurance came into existence millennia ago through the maritime industry. This also underscores the importance of legal counsel for anyone navigating through the marine industry.

Although COVID-19 continues to be an issue, there are still reasons to be cheerful in 2020. We are heartened to see shipping industry players' continuous endeavour to evolve, notably DP World, which not only joined blockchain platform TradeLens, but also partnered with DGWorld, to equip Jebel Ali Port with a fleet of autonomous vehicles in its operations. This is a reflection of the Middle East's desire to offer best-in-class services and to be ever-relevant in a key global industry, which makes us proud to be a service provider in this region. On the legal front, as you will read in this Law Update's issue, changes have arrived in insurance and trade customs, which have been made in the interests of policy holders as well as commercial entities. Further, the United Arab Emirates' decision to normalise ties with Israel is expected to usher in a new phase in trade and transport relations in the Middle East, which we eagerly anticipate.

Turning to this year's Transport & Insurance issue, we have prepared articles concerning maritime, insurance, and customs laws from the United Arab Emirates, Saudi Arabia, and Kuwait – which we trust you would find helpful and interesting. This is in addition to many other transport and insurance focused articles which we publish throughout the year with reference to industry developments and our clients' interests. Our future publications will also focus on the developments and changes to the aviation industry post COVID-19; and will endeavour to demystify the new operational and legal landscape of travel by air. We encourage you keep a look out for them.

We hope you will find this issue to be a pleasure to read, and we look forward to ending 2020 on a high note together with you.

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UAE Ship registration and mortgages over Dubai-registered yachts

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The importance of the shipping industry in the Middle East is unquestionable, with gulf states continuously seeking to grow their maritime capabilities and allied industries. This article provides a general overview of the laws on registration of ships in the United Arab Emirates, and comments on registering mortgages over Dubai-registered pleasure yachts.

Statutory Sources

The legislation governing ship registrations and ship mortgages in the UAE is Federal Law No. 26 of 1981 ('Commercial Maritime Law'). There are two UAE regulators concerning maritime matters, the Federal Transport Authority – Land & Maritime ('FTA') per UAE Cabinet Resolution 52 of 2006, and the Dubai Maritime City Authority ('DMCA') per Dubai Law No. 11 of 2010 ('DMCA Law'). The FTA is the UAE regulator of maritime affairs, while the DMCA's regulatory and administrative competence is limited to the Emirate of Dubai. Besides the Commercial Maritime Law and the DMCA Law, there are other laws concerning vessel registration and navigation in the UAE, including Cabinet Resolution No. 52 of 2006 on the powers of the FTA ('Cabinet Resolution 52/2006'), Resolution No. 30 of 2014 regarding navigation licenses ('Federal Resolution 30/2014'), and the Dubai Executive Council Resolution No. 11 of 2013 on the Promulgation of the Executive Regulations of the DMCA Law ('Executive Regulations').

Ship registrations - General

The FTA is the UAE national ship registry, and the Commercial Maritime Law is the starting point for laws concerning vessel registration in the UAE. According to the Commercial Maritime Law, a vessel may acquire the UAE flag only if it is owned by a natural or legal person of UAE nationality, and weighs at least 10 tonnes. Registration of vessels involves having a port of registration, which means selecting a particular Emirate in which to register the vessel. The registration process is performed online via the FTA's website.

Dual-flagging is not available in the UAE and there is no bareboat charterparty registry. Registrations of bareboat charterparties however is available in its neighbouring jurisdiction, the Kingdom of Saudi Arabia.

Ship registrations - Dubai

Should the vessel be intended for navigations in the Emirate of Dubai, it is suggested that such vessels be registered with the DMCA and not the FTA. The Executive Regulations state, "no vessel may be used in the Emirate (Dubai) unless it is licensed and registered with the authority", the latter authority being the DMCA. The DMCA Law utilises similar language as well. The Executive Regulations also provide that it applies to:

> *a. All the vessels sailing in the waters of the Emirate*
>
> *b. All the entities and individuals engaged in any maritime activity in the Emirate related to the use, driving, guidance or work on board of the vessels, crew training, chartering, transportation by such vessels or any such other activity.*

It is important to note that ship registration and ship licensing are different concepts under the Executive Regulations; the former concerns having a record of the licensed vessel's details with the DMCA, whilst the latter pertains to the permission for a ship to navigate in Dubai waters.

The Commercial Maritime Law uses the defined term "Vessel" but the DMCA Law uses "Marine Transport Means". Notwithstanding that, the Executive Regulations employ the terms "Vessel" and "Marine Transport". The Executive Regulations also specify that there are three categories of vessels, being "Commercial Vessels", "Pleasure Vessels", and "Traditional Wooden Vessels", which are elaborated in the below table:

	Commercial Vessels	Pleasure Vessels	Abbra
Definitions per the Executive Regulations	"...vessels prepared for commercial business. They include, inter alia, the following"	"...vessels prepared for tourist and sport purposes. They include, inter alia, the following"	"...vessels made basically of wood, and include, without limitation" the below examples.
Examples per the Executive Regulations	• Pleasure vessels for chartering • Vessels operating in the ports of Dubai • Vessels for construction purposes • Vessels for towing and guidance • Vessels for public transport • Vessels for shipping of goods	• Water scooter • Vessels less than 12 meters long • Vessels between 12 meters and 24 meters long • Vessels more than 24 meters long • Non-powered pleasure vessels including rowing or sailing boats	• Abbra • Wooden floating restaurants • Wooden pleasure boats

Registration and licensing applications are submitted online via the DMCA's website where full details and information are provided. The details required by the DMCA for registering a ship are the usual details that well regarded ship registries require.

Licenses are valid for one year, and renewable following technical inspections by the DMCA and submission of proof of valid comprehensive insurance issued by a UAE-licensed insurer, among other requirements. Ship owners should note that licenses will be cancelled if it is not renewed within one year from its date of expiry.

Mortgages over Dubai-registered pleasure yachts

Naturally, a ship mortgage should be registered at the registry where the subject ship is registered. In this regard, any mortgages over a UAE-flagged ship should be registered with the national ship registry, that being the FTA. However, a question arises where a mortgage should be registered if the 'UAE ship' is not registered with the FTA itself. Such a situation may occur where the ship is registered with the DMCA rather than the FTA (as discussed earlier).

Whilst the DMCA requires mortgages over DMCA-registered pleasure yachts to be registered with the DMCA, there are alternatives that yacht owners or lenders may consider.

Pursuant to the DMCA Law, the DMCA must perform several "*duties and competences*" including "*[r]egulating all legal actions related to Marine Transport Means such as selling and mortgage*". At the time of preparing this article, it is understood that no mortgages over any ships or yachts have been registered at the DMCA. Whilst the DMCA requires mortgages over DMCA-registered pleasure yachts to be registered with the DMCA, there are alternatives that yacht owners or lenders may consider (which are outside the scope of a brief article).

Conclusion

The UAE is a union of seven Emirates co-operating closely with each other to introduce legislation that concerns activities across the country. Further, each Emirate may pass laws concerning issues within its own jurisdiction. Any potential ship owner in the UAE is advised to consider UAE-wide and individual Emirate legal obligations and responsibilities early in the ship purchase process: the financing options and procedures; waters in which the subject ship would be navigating; and registration issues. This will assist the owner (and lender) to achieve their objectives efficiently

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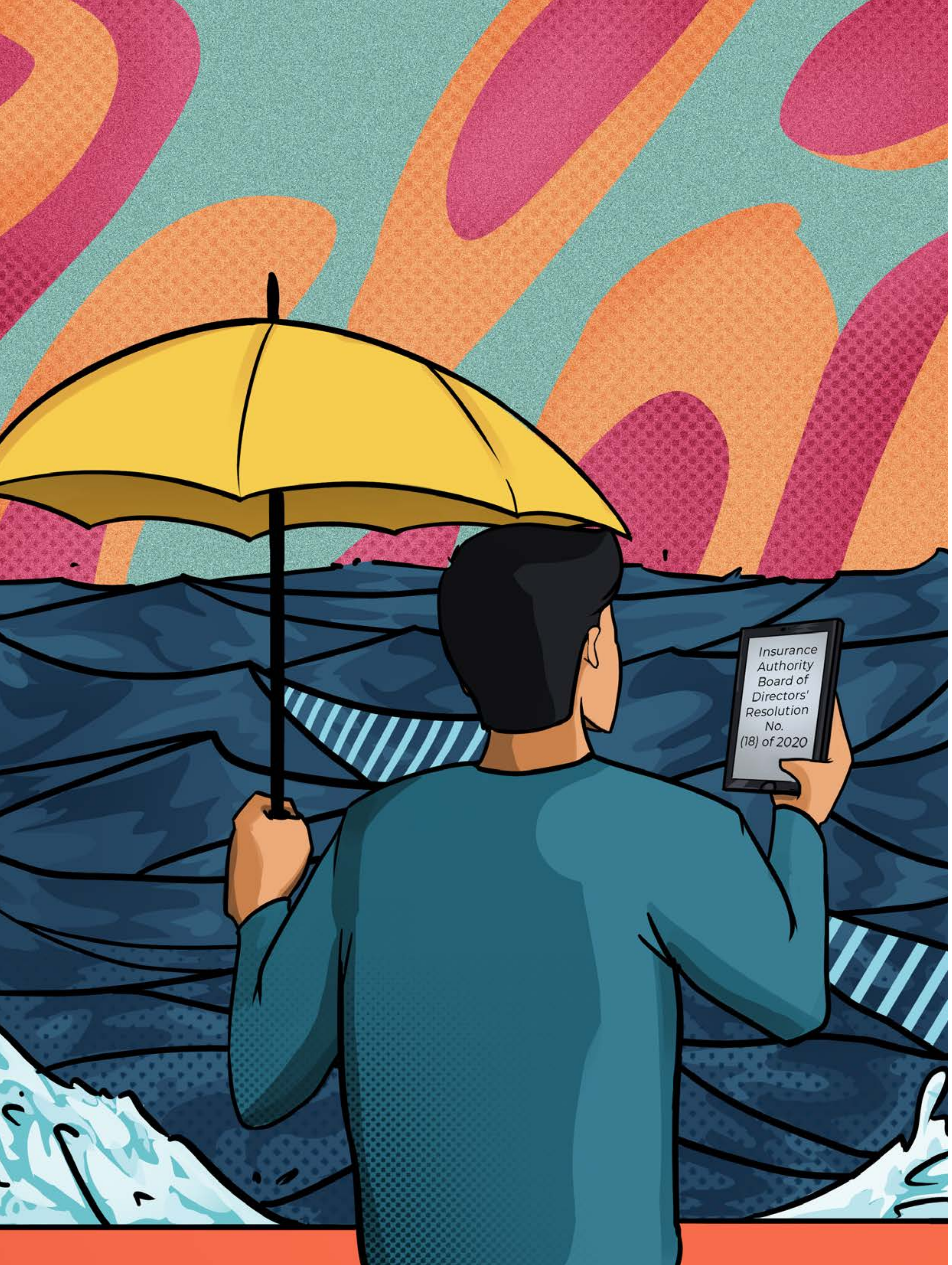

Thinking of heading online? The key legal issues for insurance providers in the new UAE Electronic Insurance Regulations

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The Insurance Authority Board of Directors' Resolution No. 18 of 2020 Concerning the Electronic Insurance Regulations was issued on 27 April 2020 (the 'Regulations'). The Regulations entered into force on 15 May 2020 and there is a 6-month implementation period for companies to comply with the Regulations.

At a time when the insurance industry is undergoing significant digital disruption (with the adoption and roll-out of insurance technology known as Insurtech) and with a marked acceleration of online operations as a result of the COVID-19 pandemic, these Regulations focus on effectively managing these technological changes and ensuring that the provision of online insurance products and services is safe, secure and protects the interests and rights of the insurance consumer. The Regulations also set out the legal requirements for outsourcing online insurance operations.

The Regulations apply to "Electronic Insurance Operations". These are defined as any business carried out through electronic and smart systems, including, but not limited to, the provision of insurance coverage and insurance premiums offers, the selling and marketing of insurance policies, the collection of insurance premiums, the receipt of claims and the handling of complaints. Based on the definition of "Website" under the Regulations, it will cover all online platforms, from social media to online work tools such as Google Docs to blogs, live chat and multimedia sharing networks such as YouTube, Instagram and Snapchat.

The Regulations cover "Companies" and "Insurance-Related Professions" (together 'Insurance Businesses'). The term "Companies" covers both insurance companies incorporated in the UAE and foreign insurance companies licensed to carry out insurance activities in the UAE, whether through a branch or through an insurance agent, including Takaful insurance companies. "Insurance-Related Professions" covers a broad range of insurance-related activities: insurance agent, actuaries, insurance brokers, surveyor and loss adjusters, insurance consultants or any other insurance related profession that the Board of Directors of the UAE Insurance Authority ('Authority') decides to regulate. It also covers insurance policies marketed through banks.

Any Insurance Businesses seeking to provide Electronic Insurance Operations will require the approval of the Authority. To secure that approval, an action plan for Electronic Insurance Operations must be submitted to the Authority covering, amongst other things, an analysis of the projected volume of Electronic Insurance Operations for the next three years, an analysis of the risks (e.g. adverse selection, cybersecurity, money laundering, terrorist financing, etc.) associated with electronic transactions and the necessary precautionary measures taken to mitigate such risks and a contingency plan for managing any disruption to one or more elements of the Electronic Insurance Operations, including specific business continuity measures and reporting procedures, both internally and to the Authority. The action plan must be approved internally by the Insurance Business' board of directors or, if a sole proprietorship, by the owner of the sole proprietorship prior to being submitted for the approval of the Authority.

Insurance Businesses subject to the Regulations will need to put in place an effective online strategy, approved by their board of directors, and risk management strategies with strong internal supervisory controls overseen by executive management. This includes a written policy formally adopted by the board of directors. In particular, Insurance Businesses must ensure that they invest in the right level of expertise and resources to ensure the delivery of effective Electronic Insurance Operations.

Insurance Businesses are required to develop a policy for online advertising and using price comparison services and also sharing data with Insurtech companies and other third parties connected to the provision of Electronic Insurance Operations. That said, the Regulations also state that Insurance Businesses are prohibited from dealing directly with price comparison websites unless they are insurance brokers. The Regulations set out detailed requirements for the engagement by insurance brokers with price comparison websites.

There are certain restrictions on the type of insurance products that can be sold electronically. For example, life insurance products linked to investment instruments. Life and personal insurance policies which do not require specific underwriting in an individual case may be sold online. The Regulations set out a list of the liability and property insurance products that can be sold online including, without limitation, health, fire, land vehicle, personal accident, household, travel, theft, professional indemnity, workman's compensation and marine cargo insurance. To the extent that a specific insurance product is not listed in the Regulations, Insurance Businesses can seek the approval of the Authority to market and sell the insurance product online.

New UAE regulations setting out clear legal requirements for UAE insurance industry providers seeking an effective online presence, collaboration with price comparison websites and the outsourcing of online insurance operations.

To the extent they do not already have one, Insurance Businesses will need to establish an IT department to manage their Electronic Insurance Operations. Alternatively, they can consider outsourcing the provision of Electronic Insurance Operations. The outsourcing of any Electronic Insurance Operations will require Authority approval and the outsourcing contract will need to ensure that the outsourced provider complies with the Regulations, the code of professional practice issued by the Authority and other related legislation. Under the Regulations, Insurance Businesses outsourcing any Electronic Insurance Operations are required to establish strong governance and reporting mechanisms to effectively manage the outsourced arrangement.

Where Insurance Businesses wish to sell their insurance products through a third party website licensed for this purpose (e.g. an aggregated insurance platform), they are required to seek Authority approval.

Insurance Businesses must ensure that the Electronic Insurance Operations meet any applicable UAE cybersecurity standards and requirements and must put adequate technical measures in place to ensure data privacy and confidentiality. This includes following applicable UAE laws and regulations in relation to the storing of data inside the UAE and in cloud computing environments. The Regulations include detailed security measures that Insurance Businesses need to take. These include specific requirements for the secure collection and processing of sensitive data (including encryption). Customer records obtained as part of the Electronic Insurance Operations must be retained by the Insurance Businesses for a minimum of 10 years. Online payment transactions must be through payment system providers licensed by the UAE Central Bank.

The Regulations set out details of the information that Insurance Businesses must include on their websites or mobile applications and make available to customers seeking to contract for insurance products. Detailed product information must be listed covering the nature and benefits of the insurance product, coverage exclusions, coverage waiting periods, costs (including VAT), etc. It also needs to clearly display the Insurance Business' contact details (by phone and electronic means (such as an email or chat function)) and an explanation of how to register complaints. This information needs to be kept updated. A minimum of two means of communication must be provided by the Insurance Businesses.

Electronic marketing whether by SMS or email will require prior customer approval (suggesting the requirement for a clear customer opt-in to marketing communications) and must follow the provisions of the Authority's code of professional practice in relation to marketing practices. Furthermore, the Regulations state that any advertising and promotion of Electronic Insurance Operations will require the prior written approval of the Authority.

One interesting feature required on the Insurance Business' website is a self-assessment tool, allowing a customer to assess their insurance needs and make an informed decision.

The Regulations state that the provisions of the Electronic Transactions and E-Commerce Law (Federal Law No. 1 of 2006) apply to the execution, electronically, of insurance contracts or any other matters relating to Electronic Insurance Operations. The Regulations allow for the execution of contracts through "electronic automated means, including two or more electronic information systems that are prepared and programmed to do such in advance" –allowing, it seems, for the use of smart contracting. Customers must be made aware of any smart contracting arrangements. The Regulations also set out the requirements for the issuing of dated electronic insurance policies and for a paper copy to be provided, if requested by a customer.

The Authority has the power to conduct periodic inspections to ensure compliance with the Regulations and may request information and documentation for audit and supervision purposes. A violation of the Regulations may result in a warning from the Authority requiring the rectification of the violation in a specified time, the suspension of Electronic Insurance Operations or cancellation of the approval to conduct Electronic Insurance Operations. Any company conducting Electronic Insurance Operations within the UAE without the approval of the Authority will be blocked.

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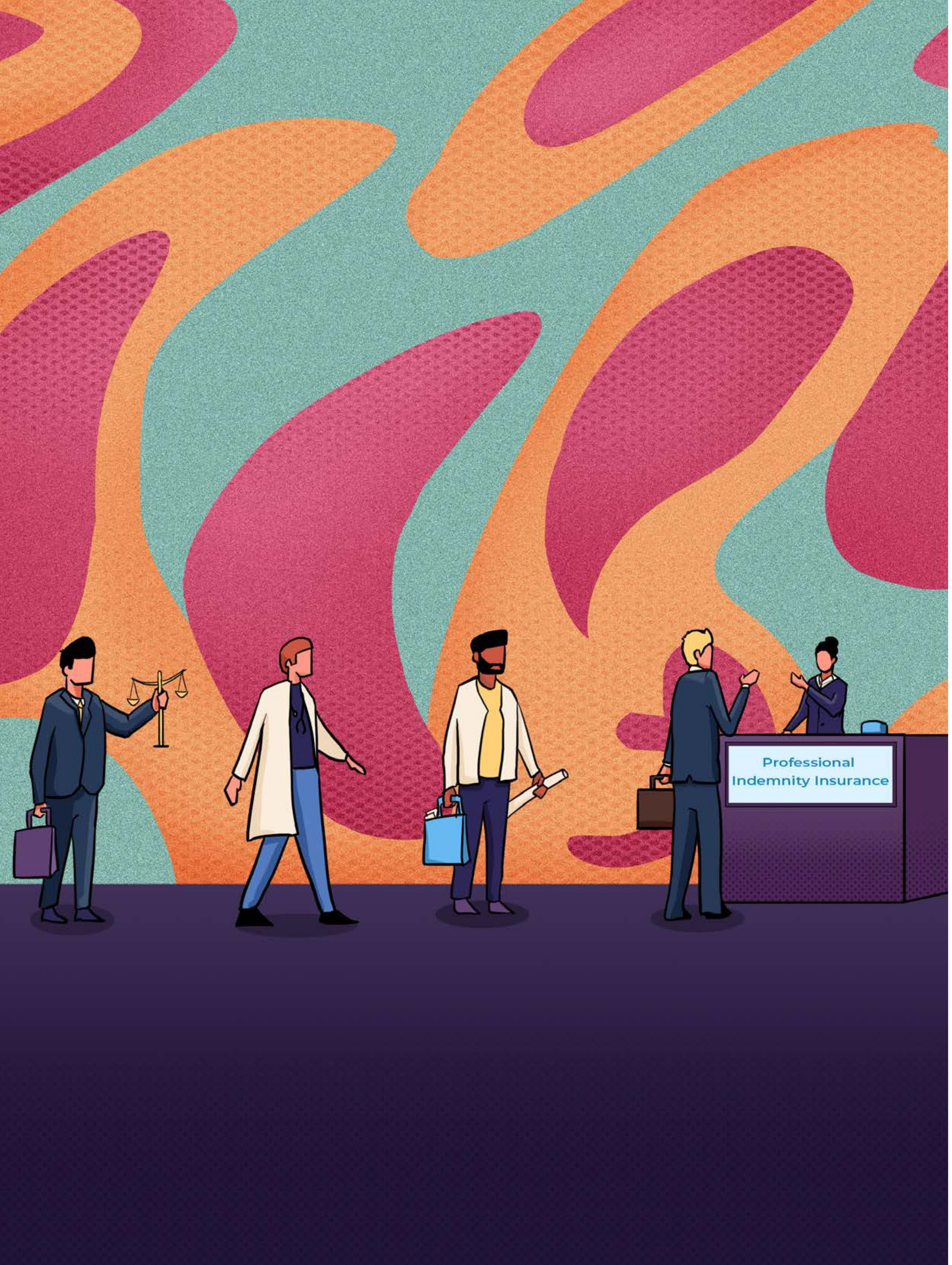

Pitfalls for professionals: gaps in local professional indemnity coverage

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Introduction

Professionals like accountants, lawyers, architects and medical practitioners can be exposed to legal liability as a result of the way that they provide their professional advice or service. Because the financial impact of such a liability on the professional concerned can be potentially devastating, these professionals invariably carry professional indemnity insurance ('PI Insurance'). PI Insurance covers the professional for the legal liability that they may incur in the negligent practise of their professions.

In many jurisdictions these professionals are required by law to carry PI Insurance as a condition of their licence to practice. But even where holding PI Insurance is not required by law as a condition to practice, almost all professionals take out PI Insurance given the enormous financial risk of meeting a claim for professional negligence without it. Even then, the nature of PI Insurance can frequently result in serious gaps in coverage if and when a professional negligence claim is made against the professional. This is especially true in the GCC for the reasons explained below.

Nature of PI Insurance

Unlike general liability insurance which covers an insured person or entity for liability for negligently causing personal injury or physical damage, PI Insurance covers the insured only for negligent acts or omissions committed in the course of the insured's practice of his or her profession. That the negligent act or omission be committed in the course of the insured's practice of his or her profession is a precondition for cover of a claim under a professional indemnity policy ('PI Policy').

By contrast, a claim against an insured professional that alleges, or is based on, circumstances that fall outside of the insured's practice of his or her profession will result in the insured not being covered for that claim. This is usually made clear in the insuring clause of the policy. A typical wording to this effect will provide:

> *"The Insurer will indemnify each insured against civil liability (including liability for a Claimant's costs and expenses) which arise from:*
>
> *(a) the Firm's Practice;*
>
> *(b) any Prior Practice;*
>
> *(c) any Successor Practice;*
>
> *provided that a Claim in respect of such liability is first made against an Insured during the Period of Insurance or is or could be made against an Insured during or after the Period of Insurance and that it arises from Circumstances first notified to the Insured during the Period of Insurance".*

The reference to *"circumstances first notified to the Insured during the Period of Insurance"* imposes an important reporting obligation on an insured under a PI Policy.

Because the time between when the professional first provided the advice or service and when the professional's client may make a claim against the professional can be many years, the insurer of a PI Policy will always insist that the professional disclose all unresolved claims made against the professional along with all circumstances which could lead to a claim being made against the professional before the insurer agrees to insure the professional under a PI Policy.

Exactly what constitutes "circumstances which could lead to a claim being made against the professional" is often a matter of debate. Nevertheless, it is clear that such circumstances do not need to take the form of a formal claim against the professional before they need to be disclosed to a professional's insurer.

Where a professional was aware of a claim or of circumstances which later lead to a claim being made against the professional and the professional has failed to disclose to the insurer the claim or those circumstances prior to entering the policy, the insurer will usually have grounds to deny the claim and perhaps even to cancel the policy.

Only civil liability is covered

An equally important aspect to standard PI Insurance, particularly in the UAE and in the GCC, is that PI Insurance will only cover the insured for claims of "civil liability". PI Insurance will not cover the insured for criminal liability. At a broad level, the rationale for PI Insurance covering only an insured's civil liability is not difficult to discern.

> Because most PI Insurance wordings used in the UAE and in the GCC are not drafted in the region, they usually have not been tailored to take into account differences unique to the local legal landscape here and, in particular, the wider range of conduct that can attract criminal liability.

Criminal laws are made for the safety and protection of society as a whole. It would be contrary to the public policy of most legal systems to permit persons who commit criminal offences (which, under the concept of mens rea, imply a notion of an intent to engage in the criminal conduct as opposed to engaging in such conduct through negligence) to shield those persons from the liability that attaches to breaking the law. For that reason, PI Insurance, like most forms of insurance, will not cover an insured professional for criminal liability.

Yet, while most of us would agree that this position makes sense as general rule, in the UAE and in the GCC generally the range of conduct that can attract criminal liability is greater and, in many cases, requires a lower threshold to be met in order to justify prosecution than would be the case in, say, Western Europe or North America. Without intending to be exhaustive, examples of the kind of legal conduct where this is the case are:

- defamation;
- written or verbal insults;
- certain forms of negligence;
- certain forms of corporate mismanagement;
- certain cyber communications.

This feature of the criminal jurisdiction of the UAE and of other GCC countries has serious implications when it comes to obtaining suitable professional indemnity coverage in the region.

Because most PI Insurance wordings used in the UAE and in the GCC are not drafted in the region, they have usually not been tailored to take into account differences unique to the local legal landscape here. In particular, they will not have been tailored to take into account the wider range of conduct that can attract criminal liability.

Consequences for local insurance coverage

As a result, a professional in, say, the UAE or Qatar or Kuwait who has the misfortune to find himself or herself the defendant to a civil claim arising out of the conduct of their profession will learn, no doubt to their deep dismay, that they will not be covered under their PI Insurance if the claim is picked up by a local prosecutor and becomes a criminal prosecution. The risk of this occurring in the GCC is high because all the forms of conduct listed above can attract both civil and criminal liability.

To illustrate, in a number of cases, medical practitioners who have provided medical advice or who have performed surgical procedures negligently have found themselves subject to civil claims by the medical practitioner's patients and then to criminal prosecution by a local prosecutorial authority, leading to a hefty fine and even, in some cases, to terms of imprisonment.

If the medical practitioner was covered under a policy of PI Insurance, as they usually will be, his or her costs of defending the civil claim brought by the patient and any subsequent damages awarded to the patient will be covered under the medical practitioner's PI Insurance.

However, the medical practitioner's PI Insurance will not cover the medical practitioner for the costs of defending the criminal prosecution or for any fine that is later levied on the medical practitioner consequent upon a guilty verdict. This is the case irrespective of whether the medical practitioner is ultimately acquitted at the end of the criminal proceeding. The result will be that all the costs of responding to, and defending, the criminal proceeding will need to be paid for out of the medical practitioner's own pocket.

Similar cases have occurred in which lawyers, either in the course of providing legal advice or in acting for clients in contentious matters, are alleged by an overly sensitive opposing party or by the opposing lawyers of having defamed that party or that party's lawyers.

As defamation is a criminal offence under the UAE's penal code, there is always a risk that a lawyer could be forced to defend a criminal prosecution for defamation for which the lawyer would not be entitled to any cover under his or her firm's PI Insurance.

Possible solutions

One solution to this problem would be for local insurers to create professional indemnity wordings that are better tailored to take into account the wider range of conduct that can attract criminal liability in the region. That way, professionals who are subject to criminal prosecution for conduct carried out squarely within the professional's profession would be better protected.

Failing that, professionals could request that their employers or their partners agree to indemnify them for the costs of defending any criminal prosecution and for any monetary penalty resulting from the practice of their profession. This is less than ideal but it would be better than the present situation where, in the absence of the professional having any contractual right to be indemnified by the professional's employer or fellow partners, it leaves the professional legally unprotected in the event that a professional liability claim leads to a criminal prosecution.

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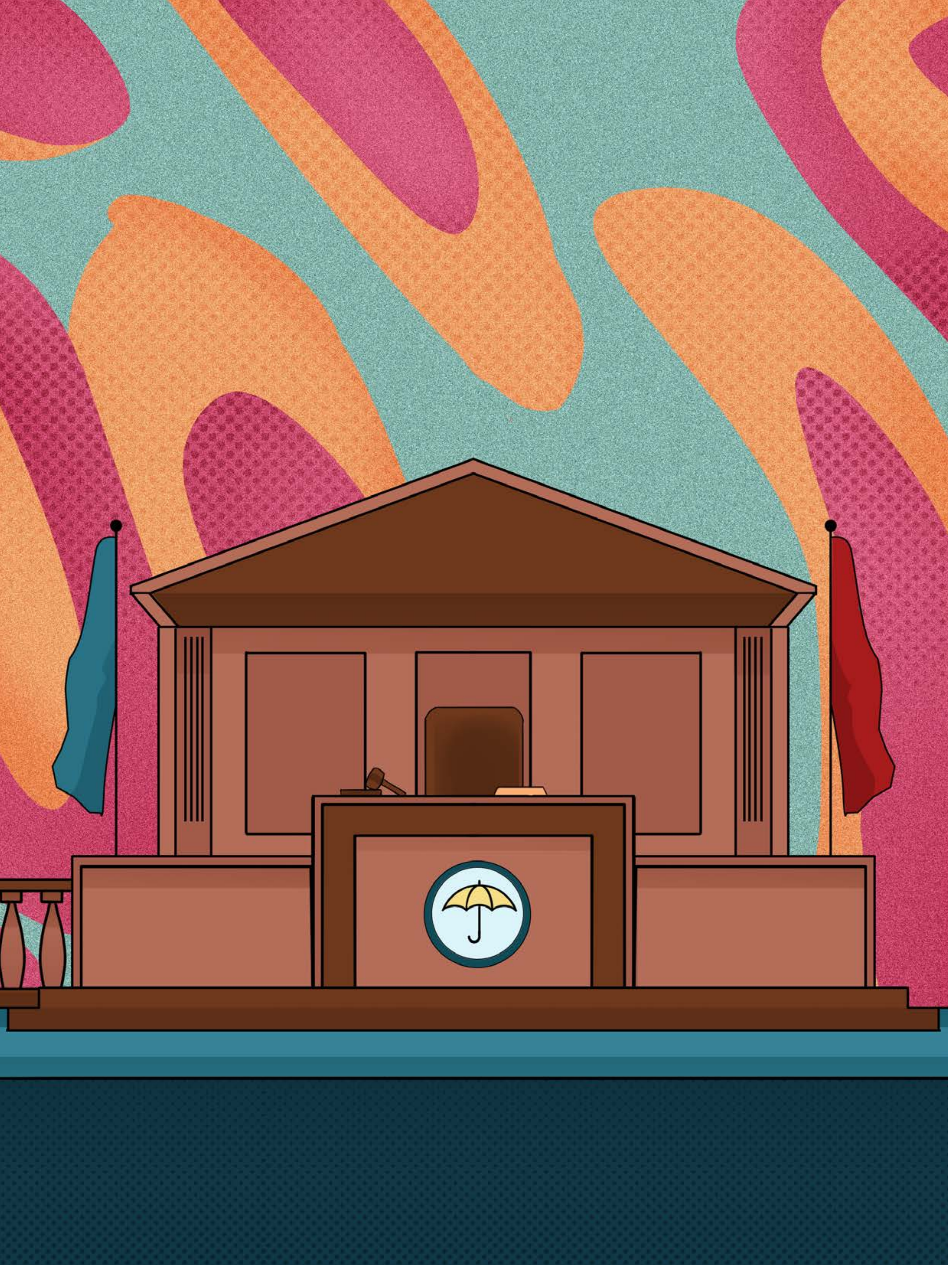

The UAE Insurance Authority is now a fully fledged court

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Introduction

Following our article of September 2019 in which we discussed the amendments introduced to the processing of insurance claims in the UAE pursuant to the Federal Law No. 3 of 2018 amending certain provisions of Federal Law No. 6 of 2007 on the Establishment of Insurance Authority & Organization of Its Operations ('Amending Law'), as well as the Insurance Authority Board Resolution No. 33 of 2019 concerning the Regulation of the Committees Responsible for the Settlement and Resolution of Insurance Disputes ('IA Resolution No. 33'), the newly introduced dispute resolution committees at the Insurance Authority ('DR Committees') became fully operational in end-2019.

As previously discussed, the Amending Law and the IA Resolution No. 33 provide that insurance-related claims falling under the jurisdiction of the DR Committees cannot be heard by local courts, unless such disputes have first been considered by the DR Committees.

Pursuant to the IA Board Resolution No. 34 of 2019 concerning the Appointment of the Members of the Insurance Dispute Resolution Committees ('IA Resolution No. 34'), which came into force in November 2019, two main committees were formed in Abu Dhabi and Dubai to resolve insurance claims that fall within the jurisdiction of the DR Committees and the said committees started to hear claims as of the end of 2019.

According to the IA Resolution No. 34, there is one main committee and one substitute committee appointed for each Emirate, for a one-year period. These committees consist of three members: a judge delegated by the Dubai/Abu Dhabi courts and two members from the Insurance Authority (IA).

New amendments to the jurisdiction of the DR Committees

On 12 March 2020, the IA issued Board Resolution No. 9 of 2020 ('IA Resolution No. 9') which introduced certain amendments to the IA Resolution No. 33. Those amendments mainly targeted the category of claims that fall under the jurisdiction of the DR Committees.

Initially, pursuant to Article 4 of the IA Resolution No. 33, the DR Committee(s) had jurisdiction to consider insurance disputes of all classes and types arising from complaints made by an insured, beneficiary or an affected person who has a right to bring a dispute against an insurance company licensed in the UAE.

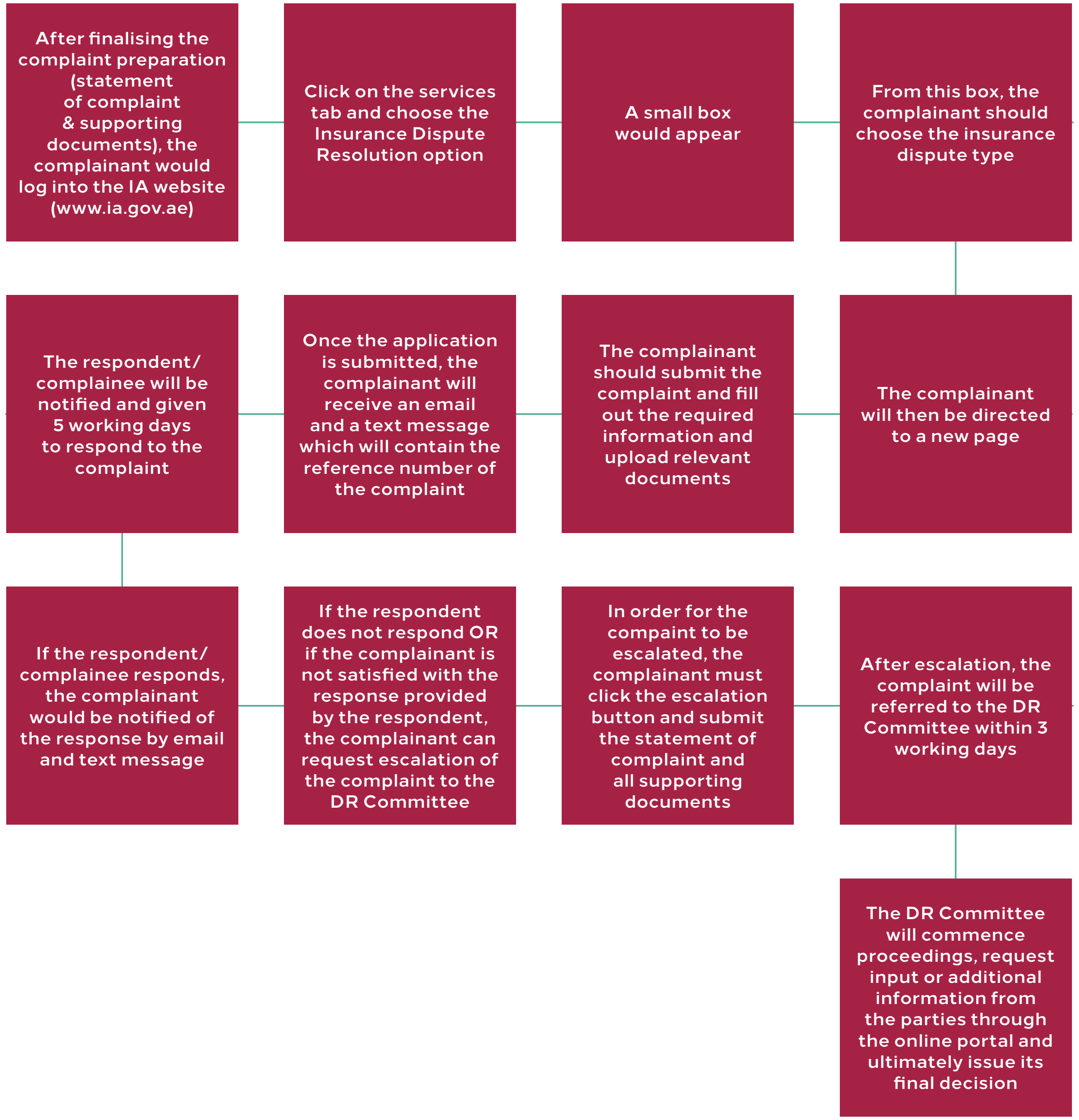
While the IA Resolution No. 33 provided a wide definition for the 'Beneficiary' who may initiate a claim before the DR Committees, which included any assignee to whom the insurance benefits have been legally transferred, now pursuant to the IA Resolution No. 9, the said definition has been amended whereby it has been limited to the original beneficiary named under the policy. This amendment effectively excludes from the jurisdiction of the DR Committees, any claims from assignees against insurers. For example, in a scenario where a bank had, by way of security, obtained an assignment from the original beneficiary under the insurance policy and the insured risk occurred, the bank would not be entitled to resort to the DR Committees in case of any claim against the insurer. The bank should instead file its claim directly before the competent courts.

Further, Article 5 of the IA Resolution No. 33 (which sets out the types of actions and disputes that are beyond the jurisdiction of the DR Committees) has been amended pursuant to the IA Resolution No. 9 by introducing three additional types of actions that are excluded from the jurisdiction of the DR Committees' jurisdiction. These are:

1. subrogation claims of insurers against the third party who caused the damage;
2. claims between insurance companies and the adjustment of balances; and
3. claims between insurance-related professionals (such as Insurance brokers) and Insurance Companies.

Practical overview on the dispute resolution process before the DR Committee(s)

Since early 2020, Al Tamimi has acted on a number of complaints before the DR Committees. As noted in our previous article, the DR Committees have been granted extensive powers and authorities similar to those exercised by the local courts, such as hearing witnesses, appointing experts, and awarding costs. However, in practice and from our experience with the DR Committees so far, it appears that the claim process before IA and the DR Committees operates as follows:



The procedures and mechanism of the Dispute Resolution process has become a much simplified process as the complaint is registered easily through the IA's portal, and a decision is issued within a relatively short period of time.

It is to be noted that all complaints made to the IA should be registered exclusively through the IA's online portal. The complainant may register the complaint by itself or via its legal representatives (currently there are no filing fees). Also, all exchanges and submissions are done exclusively through the IA portal where the complaint can be accessed by entering the registered mobile number and the one-time password provided by the IA via email and text message.

To date, and from the complaints we have acted on so far, we note that neither the IA nor the DR Committee has utilised the telecommunication technology stipulated by the IA Resolution No. 33. Further, the DR Committee has not so far appointed any experts in the complaints in which we were involved. So, practically speaking, the complaint processing appears to be limited to exchanging comments and submissions through the IA online portal without face to face or online interaction with the DR Committees.

Escalation to the DR Committee(s)

As noted in the above diagram, escalation of complaints to the DR Committees is not automatic. If the insurance company fails to respond to a complaint within the stipulated timeline or if the complainant is not satisfied by the insurance company's response, the complainant must log in to the IA portal, push the escalation option button and upload the complaint and supporting documents in order to refer the complaint to the DR Committee.

Although the IA Resolution No. 33 does not require exhibits/supporting documents to be in Arabic, nonetheless, from practical experience, the IA will not escalate a complaint unless the exhibits/supporting documents are in Arabic or are duly translated to Arabic.

Once the complaint is escalated to the DR Committee, the DR Committee has 20 days to issue its judgment from the date it finalises its review of the statement of complaint and all relevant documents. This period may be extended by similar period(s) if the DR Committee deems it necessary.

Thus far, the Dispute Resolution process before the IA and DR Committee appears to be relatively fast and limited to exchanging a couple of submissions through the IA portal after which a decision can be expected within approximately one to three months from the date a complaint is filed on the IA's portal.

Decisions handed down by the DR Committees

Al Tamimi had represented a local bank before the IA in a complaint filed in May 2020 against an insurance company. The complaint pertains to claim made under a comprehensive crime and professional indemnity insurance policy. The claim amount was approximately AED 22 Million (approximately US$6 million). The insurance company defended the claim on the premise that the claim falls under one of the policy exclusion clauses and that the insurer had ceded 100 per cent of the risk insured to reinsurers, who also rejected the claim on the ground that the claim falls under the exclusions of the reinsurance treaty.

In July 2020, the Dubai DR Committee issued its final decision, ordering the insurance company to pay the bank an indemnity amount of approximately AED 18.5 Million (approximately US$5 million) in addition to legal interest at the rate of nine per cent from the date the decision becomes final.

In another complaint, the Dubai DR Committee handed down a decision in a complaint made under a credit insurance policy whereby it decided to reject the complaint based on time prescription.

These decisions signify that the DR Committees are receptive to hearing not only the technical and substantive issues but also the strict legal challenges and pleas raised by the disputing parties.

As noted in our previous article, decisions issued by DR Committees may be challenged by the concerned party before the competent Court of First Instance within a period of 30 days from the following day on which the party was notified of the decision. If the decision is not challenged within the said time-frame, the decision will be considered final and enforceable.

Conclusion

The procedures and mechanism of the dispute resolution process has become a much more simplified process as the complaint is registered easily through the IA's portal, and a decision is issued within a relatively short period of time. Issues such as the claim notification procedures, attending court hearings, and the high costs involved are not expected to be concerns of a complainant before the DR Committees.

Another advantage of the DR Committee is its composition of a judge and two members of the IA; this combines legal and technical expertise when considering insurance claims. Thus, we expect that insurance experts will not be relied on as often as before, which enables decisions to be issued quicker than before.

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Highlights of Dubai Customs' measures to mitigate COVID-19 impacts

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The logistics industry is one of the main industries which has played a significant role in making Dubai a trading hub, taking full advantage of its ideal geographical location. Nowadays, the logistics industry has been highly affected by the coronavirus pandemic. Worldwide, many companies in this industry are facing a supply chain disruption due to coronavirus transport restrictions. The degree to which the pandemic has affected the logistics sector of a country can be seen by the availability of stocks in that country, and the ease or difficulty in obtaining stocks from a different supplier.

In Dubai, the huge investments in the logistics industry have strongly helped to reduce disruptions to the supply chain for reasons due to the pandemic. This certainly does not mean that the trade industry in Dubai is fully resistant as new challenges continue to crop up over the course of the pandemic's existence. However, the technological investments and improvements made at the ports, airports and free zones of Dubai are allowing key sectors to remain open and operational.

In addition to the above, the wise economic stimulus packages announced by the Government of Dubai have played a major role in reducing the cost of doing business and enhanced the trade flow in the Emirate. In line with such announcements, Dubai Customs issued a number of notices from March 2020 to complement the said governmental stimuli. Some of these Dubai Customs notices include:

1. Notice No.1 of 2020:

The first of several notices to be issued by Dubai Customs has two main highlights. First, there is a one per cent refund of the customs duty imposed on imported goods that are sold locally in the UAE. This decision is applicable to goods subject to the five per cent duty rate and are processed under an Import Declaration during the period 15 March 2020 to 30 June 2020. Second, the bank/cash guarantee requirements for customs brokers and clearing companies have been waived. Therefore, such entities are no longer required to provide AED 50,000 (approximately US$13,500) as a (bank or cash) guarantee before being allowed to undertake any customs broker activity. In addition, Dubai customs will refund any guarantees paid earlier by the existing companies.

2. Notice No. 2 of 2020:

The second notice focuses on streamlining and simplifying customs formalities and reducing trading costs by suspending all the provisions of Customs Notice no. 1 of 2018 and Customs Notice No. 4 of 2010, which includes the obligations of submitting "the Customs Declarations and Required Original Documents within 14 days from the date of declaration", delay fees, and related fines. This new notice allows all customers to not pay the AED1,000 (approximately US$250) deposit where the original documents such as a certificate of origin and an Halal certificate are not submitted. However, importers are advised to keep these original documents in case the authorities should request them. This notice is effective as of 10 May 2020.

3. Notice No. 7 of 2020:

This notice is one of the most important notices issued by Dubai Customs this year, not least because it reduces the fines on the violations by companies by a significant 80 per cent. This applies to finalised cases (i.e. cases which have reached the final stages).

Wise economic stimulus packages announced by the Government of Dubai have played a major role in reducing the cost of doing business and enhanced the trade flow in the Emirate.

The reduction of fines applies to customs offences committed before 31 March 2020 including the following: (a) customs fines that resulted from a judicial decision including cases underway, whether commenced by Dubai Customs, or civil cases commenced by violators and smugglers in objection to the fines imposed upon them; (b) customs fines which were paid in instalments to Dubai Customs will be reduced, and remaining instalments of fines will be rescheduled; (c) for customs cases underway before Dubai Courts, unpaid quantum of the fines already issued will be reduced.

Further, this notice states that the measures taken by the authorities in relation to the prohibited goods will remain unchanged. Therefore, prohibited goods will be confiscated in accordance with the provisions of the legislation in force. Further, as a condition of obtaining the 80 per cent reduction on fines imposed, such companies must first fully pay all customs charges/duties due and payable. In the area of smuggling for example, customs duties should be first settled in order to enjoy the reduction on the fine imposed.

In addition, this notice stipulates where an offending company wishes to enjoy the reduction in fines imposed on it, it will need to drop all the customs cases it has commenced before the courts contesting the fines imposed upon them (civil lawsuits), or before the Customs Grievance Committee in objection to the decisions made by Dubai Customs. Further, to benefit from the reduction before 31 December 2021, the offending company would need to follow a series of procedures, (which is beyond the scope of this article).

It is worth noting that as per the Common Customs Law No. 85 of 2007, GCC customs violations are charged by imposing a fine (which may be double the value of the Customs Duties imposed on the goods in question, or ranging from 10 per cent to 300 per cent of the value of the goods themselves). Therefore, the fines can (in many cases) exceed the total value of a transaction. This shows the significant cost saving effect of the new measures put in place by Dubai Customs as a result of Notice No. 7 of 2020.

Notice No. 7 of 2020… is one of the most important notices issued by Dubai Customs this year, not least because it reduces the fines on the violations by companies by a significant 80%.

In light of the above, companies involved in the trading and commodities sector in Dubai can benefit from an array of assistance and mitigate difficulties resulting from the pandemic. These measures, in addition to the successful technological investments made in the logistics front, should bolster trade and commerce in Dubai, thereby allowing it retain its position as the region's main trading hub.

For further information, please contact Sakher Al Aqaileh (s.alaqaileh@tamimi.com) or Bassam Al Azzeh (b.alazzeh@tamimi.com).

United Arab Emirates
Ministry of Justice

50th Year
Issue No. 686
27 Muharram 1442H
15 September 2020

FEDERAL DECREES

58 of 2020	Ratifying the UAE-Surinam Agreement on Exemption from Visa Requirements for Holders of Diplomatic, Special/Service Passports.
59 of 2020	Ratifying the UAE-Jamaica Agreement on Mutual Visa Arrangement.
60 of 2020	Ratifying the UAE-Cameroon Agreement on the Facilitation of Visa Issuance.
61 of 2020	Ratifying the UAE-Indonesia Agreement on Cooperation and Mutual Administrative Assistance in Customs Matters.
62 of 2020	Ratifying the UAE-UN Educational, Scientific and Cultural Organization concerning the Regional Centre for Educational Planning under the Auspices of UNESCO (Category 2).
63 of 2020	Ratifying the UAE-Uganda Agreement on Economic and Technical Cooperation.
117 of 2020	Repealing Federal Decree No. 50 of 2019 on performing the duties of the UAE Ambassador to Djibouti.
119 of 2020	Terminating the tenure of a member of the diplomatic and consular corps.
120 of 2020	Terminating the duties of the UAE Ambassador to Azerbaijan.
121 of 2020	Terminating the duties of the UAE Ambassador to Poland.
122 of 2020	Terminating the duties of the UAE Ambassador to Egypt.
123 of 2020	Transferring the UAE Ambassador to the Maldives and terminating his duties.
124 of 2020	Transferring the UAE Ambassador to Bangladesh and terminating his duties.
125 of 2020	Transferring the UAE Ambassador to Guinea to the Headquarters of the Ministry of Foreign Affairs and International Cooperation.
126 of 2020	Transferring the UAE Ambassador to Kenya to the Headquarters of the Ministry of Foreign Affairs and International Cooperation.
127 of 2020	Transferring the UAE Ambassador to Sri Lanka to the Headquarters of the Ministry of Foreign Affairs and International Cooperation.
128 of 2020	Transferring the UAE Ambassador to Georgia to the Headquarters of the Ministry of Foreign Affairs and International Cooperation.
129 of 2020	Transferring the UAE Ambassador to Chile to the Headquarters of the Ministry of Foreign Affairs and International Cooperation.
130 of 2020	Transferring the UAE Ambassador to Belarus to the Headquarters of the Ministry of Foreign Affairs and International Cooperation.
131 of 2020	Transferring the UAE Ambassador to Panama to the Headquarters of the Ministry of Foreign Affairs and International Cooperation.
132 of 2020	Transferring the UAE Ambassador to Hungary to the Headquarters of the Ministry of Foreign Affairs and International Cooperation.
133 of 2020	Transferring the UAE Ambassador to the Philippines to the Headquarters of the Ministry of Foreign Affairs and International Cooperation.
134 of 2020	Transferring the UAE Ambassador to Portugal to the Headquarters of the Ministry of Foreign Affairs and International Cooperation.
135 of 2020	Transferring the UAE Ambassador to Armenia to the Headquarters of the Ministry of Foreign Affairs and International Cooperation.
136 of 2020	Terminating the duties of the UAE Ambassador to Greece.
137 of 2020	On performing the duties of the UAE Ambassador to Greece.
138 of 2020	Appointing the UAE Ambassador to the Ivory Coast.

REGULATORY DECISIONS OF THE CABINET

59 of 2020	On medical product tracking and monitoring.

MINISTERIAL DECISIONS

- From the Ministry of Climate Change and Environment

182 of 2020	Granting signatory rights on the Ministry's account with the UAE Central Bank and banks operating in the UAE.

- From the Ministry of Energy and Infrastructure

61 of 2020	The Unified Organizational Procedures for Trade in Petroleum Products.

- From the Ministry of Economy

116 of 2020	Extending the moratorium on exports of scrap iron and waste paper.

ADMINISTRATIVE DECISIONS

• From the Insurance Authority	
24 of 2020	Chairman's resolution approving amendments to Board Resolution No. 32 of 2017 approving the Common Reporting Standard Regulations.
• From the Securities and Commodities Authority	
21/R.M of 2020	The Common Reporting Standards.
-	Certificate of approval of amendment of the Articles of Association of Emirates Integrated Telecommunications Company PJSC (du).
-	Certificate of approval of amendment of the Articles of Association of Abu Dhabi National Hotels PJSC.

8th annual East Africa International Arbitration Conference

27-28 August, Webinar

Al Tamimi & Company sponsored the 8th annual East Africa International Arbitration Conference (EAIAC), which took place virtually on 27th and 28th August 2020. The EAIAC Conference is organised by the EAIAC Committee, in partnership with GBS Africa, I-ARB Africa and W&Co | Law + Policy.

This year's theme was 'Disruption and Innovation in International Arbitration in Africa'. Thomas R. Snider, Partner, Head of Arbitration, spoke on arbitrator integrity during the ceremony announcing the Africa Arbitration Awards, which capped off EAIAC.

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About Us

Al Tamimi & Company has unrivalled experience, having operated in the region for over 30 years. Our lawyers combine international experience and qualifications with expert regional knowledge and understanding.

We are a full-service firm, specialising in advising and supporting major international corporations, banks and financial institutions, government organisations and local, regional and international companies. Our main areas of expertise include arbitration & litigation, banking & finance, corporate & commercial, intellectual property, real estate, construction & infrastructure, and technology, media & telecommunications. Our lawyers provide quality legal advice and support to clients across all of our practice areas.

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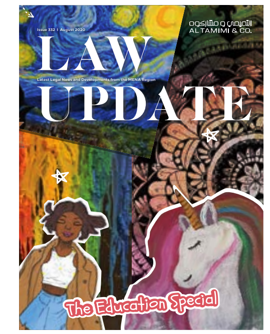
Al Tamimi & Company is at the forefront of sharing knowledge and insights with publications such as Law Update, our monthly magazine that provides the latest legal news and developments, and our "*Doing Business*" and "*Setting Up*" books, which have proven to be valuable resources for companies looking to do business in the region. You can find these resources at www.tamimi.com.



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Dubai, DIFC
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