

Federal Law by Decree No. (57) of 2023 Concerning Pension and Social Security

We, Mohammed bin Zayed Al Nahyan, President of the United Arab Emirates;

- Upon reviewing the Constitution;
- Federal Law No. (1) of 1972 concerning the Competences of Ministries and the Powers of Ministers, as amended;
- Federal Law No. (7) of 1999 Promulgating Pensions and Social Security Law, as amended;
- And based on the presentation of the Minister of Finance, and the approval of the Cabinet;

Have promulgated the following Law by Decree:

Article (1)

Definitions

In application of the provisions of this Law by Decree, the following words and phrases shall have the meanings assigned to each of them, unless the context otherwise requires:

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| State | : | United Arab Emirates. |
| Government | : | Government of the UAE. |
| GPSSA | : | General Pension and Social Security Authority. |
| Minister | : | Minister of Finance. |
| BOD | : | GPSSA's Board Of Directors. |
| BOD | : | The Chairman of the GPSSA's Board Of Directors. |
| Chairman | | |
| Employer | : | 1. In the Government Sector: the federal government agencies, public bodies and institutions, public companies and banks in which the federal government contributes, in addition to local government agencies that the Government of the concerned Emirate requests to be subject to this Law by Decree. |

2. In the Private sector: Every natural or legal person who employs national employees in exchange for wages of any kind.
3. Regional and international missions and foreign political missions operating in the State.

National	: Anyone who holds the nationality of the State in accordance with the legislation in force in the State.
Insured	: Every national person who works for an Employer that is subject to the provisions of this Law by Decree.
Subscription Duration	: The period of service for which the Insured is entitled to a pension or end-of-service gratuity, as the case may be, in accordance with the provisions of this Law by Decree.
Pensioner	: Anyone whose service has ended and is entitled to a pension in accordance with the provisions of this Law by Decree.
Retirement Age	: Sixty (60) Gregorian years.
Pension	: The amount due from the GPSSA periodically every month to the Pensioner or his beneficiaries in accordance with the provisions of this Law by Decree.
Beneficiary	: Anyone who is entitled to a share in the Pension due to the death of the Insured or Pensioner.
Period of Service	: Every period of service that the Insured spent at work during which he was subject to this Law by Decree, as well as the periods that he may include or add in accordance with its provisions.
Work Injury	: Injury as a result of an accident that occurs during or because of work, or infection with an occupational disease. Any accident that occurs to the Insured while going to or returning from work is considered an injury.

- Occupational disease** : The disease that occurs most frequently among those working in one profession or group of professions and not others, based on Annex No. (1) attached to this Law by Decree. The percentage of disability resulting from the occupational disease shall be estimated by a decision issued by the Competent Medical Committee. The disease is considered occupational if it appears on the Insured during carrying out his profession or within one year as of the date of leaving work.
- Incapable of Earning** : Every person suffering from a disability that would reduce his ability to work by no less than (50%), and this shall be proven by a decision issued by the Competent Medical Committee.
- Total Disability** : Any disability that would completely and permanently prevent the Insured from practising any profession or work from which he earns a living, and this shall be proven by a decision issued by the Competent Medical Committee after the condition stabilises. This shall include cases of complete loss of sight, loss of arms, loss of legs, or loss of one arm and one leg and conditions of mental illness or chronic and incurable diseases that are determined by a resolution issued by the Minister of Health and Community Prevention.
- Partial Disability** : Any disability that would permanently affect the Insured's ability to work in his original profession or to earn a living in general and that results from a work injury, and this shall be proven by a decision issued by the Competent Medical Committee after the condition stabilises, based on Annex No. (2) attached to this Law by Decree, which shows the degrees of disability in cases of loss of organs. If the disability is not included in the aforementioned table, its percentage

shall be estimated in proportion to the disability that occurs to the Insured in his ability to earn a living, provided that such percentage is shown in the report of the Competent Medical Committee. If the resulting disability has a special impact on the ability of the injured person, to earn a living in his original profession, the type of work performed by the injured person must be explained in detail, along with an explanation of the impact of this on increasing the degree of disability in those cases beyond the percentages specified for them in the aforementioned table.

- Natural Death** : Death not resulting from a work injury.
- Competent Medical Committee** : The medical committee formed by a decision issued by the Minister of Health and Prevention to prove every case stipulated in this Law by Decree.
- Subscription Account Salary** : The salary on the basis of which the Employer's share and the Insured's share in subscriptions are paid to the GPSSA, which is determined in accordance with the provisions of Article (5) of this Law by Decree.
- Pension Account Salary** : The salary on which the pension or end-of-service gratuity is calculated, as referred to in Article (18) of this Law by Decree.

Article (2)

Scope of Application

1. The provisions of this Law by Decree shall apply to the Insured who works for an Employer as of the date of its entry into force.
2. The provisions of this Law by Decree shall not apply to the following categories:
 - a. The insured subject to the provisions of the aforementioned Federal Law No. (7) of 1999.

- b. The Pensioner who receives a pension in accordance with the provisions of the aforementioned Federal Law No. (7) of 1999 or any precedent law, even if he joins a new job with the employer, as he continues to be subject to the provisions of Federal Law No. (7) of 1999.
- c. The Insured who has received an end-of-service gratuity in accordance with the provisions of the aforementioned Federal Law No. (7) of 1999 or any precedent law, even if he joins a new job with the Employer, as he continues to be subject to the provisions of Federal Law No. (7) of 1999.

Article (3)

Controls for the Insured's Subscription

1. The age of the Insured must not be less than (18) eighteen years and not more than the age of retirement, and he must be medically fit to work upon appointment according to a medical report from the medical authority approved by the Employer, who must submit this report to the GPSSA upon for him subscribing to it.
2. In applying the provisions of this Law by Decree, the official document prepared to prove the age issued by the competent authority in the State and submitted to the GPSSA upon subscription for the first time shall be adopted, as well as any amendment to the age recorded under it if it is made within a period not exceeding one year as of the date of subscription.

Article (4)

Subscriptions Paid to GPSSA on Behalf of the Insured

1. Subscriptions on behalf of the Insured shall include the following:
 - a. The Insured's share in monthly subscriptions at the rate of (11%) of the subscription account salary, deducted by the Employer from this salary.
 - b. The Employer's share in the monthly subscriptions at the rate of (15%) of the subscription account salary for its insured employee. As for the Employer in the Private Sector, the Government shall bear (2.5%) of its share on behalf its national employees whose subscription account salaries are less than twenty thousand (20,000) AED, to be paid to the GPSSA in the form of support to encourage the

Employer to hire nationals. The Cabinet may amend or cancel this rate and set all conditions and controls related to the Government bearing this rate according to what the Cabinet deems appropriate.

2. The Cabinet may, upon the recommendation of the BOD, set a limit on the annual increase included in the subscription account salary of the Insured or during any of his subscription periods, as well as reconsider the subscription rate of the Employer and the Insured and divide it between them.

Article (5)

Subscription Account Salary

For the purposes of implementing the provisions of this Law by Decree, the subscription account salary shall be calculated as follows:

1. As for the Government Sector:

- a. The basic monthly salary of the Insured, plus the monthly bonuses and allowances granted to him, which are the cost-of-living allowance, the social allowance for children, the social allowance for the National, and the housing allowance determined for his grade. The monthly housing allowance shall be estimated for those to whom this allowance is paid annually by dividing it by the number of months of the year, provided that the Insured's subscription account salary does not exceed one hundred thousand (100,000) AED.
- b. As for the Prime Minister, his deputies, the ministers, and those of similar rank: the basic salary plus the housing allowance and other monthly and annual allowances. The annual allowances shall be estimated monthly by dividing them by the number of months of the year, provided that the subscription account salary does not exceed one hundred and fifty thousand (150,000) AED.

2. As for the Private Sector:

The wage determined by the employment contract, provided that the subscription account salary is not less than three thousand (3,000) AED and does not exceed seventy thousand (70,000) as a maximum. The minimum and maximum for the subscription account salary may be modified as permitted by the financial position of the GPSSA by a decision issued by

the Minister based on the BOD recommendation.

3. As for the Insured who works for any of the regional and international missions and foreign political missions operating in the State:

The Insured's basic salary that is specified in the employment contract, plus the benefits, bonuses or allowances granted in exchange for his work, in accordance with the subscription account salary determined for the private sector.

The BOD may determine the elements that are included in calculating the subscription account salary in cases where the Employer applies a pay roll for his employees that is contrary to what is stipulated in the provisions of this Article.

Article (6)

Calculation of Subscription Period

1. When calculating the subscription period, the periods of service that the Insured spends with an Employer subject to the provisions of this Law by Decree shall be included, as well as the added periods, the periods of leaves and delegations, and any periods for which the Insured is not entitled to a salary or a full salary, including, but not limited to: study leaves, sick leaves, and delegations.

2. The Insured shall continue to be subject to the provisions of this Law by Decree during the period of his leave, secondment, delegation, or transfer. The rules for calculating subscription and who is obligated to pay them in these and other similar cases shall be determined by a decision issued by the BOD.

3. The following periods are not included in the calculation of the subscription period:

- a. Periods of suspension from work without pay, or absence for which it is decided to deprive the Insured of his salary.
- b. Periods that may not be added in accordance with the provisions of this Law by Decree.

Article (7)

Previous Service Periods Addition

For the purposes of calculating the pension or end-of-service gratuity in accordance with the provisions of this Law by Decree, the Insured may add the following periods:

1. The previous period of service with any Employer subject to the provisions of this Law by Decree.
2. The period of service prior to obtaining the nationality of the State.
3. Previous periods of service in any entity decided by the Cabinet based on a proposal from the BOD.

Article (8)

Provisions and Controls for Adding Previous Service

1. In order to add the service periods referred to in Article (7) of this Law by Decree, the following are required:

- a. The Insured must express in writing his desire to add the periods of his previous services before the end of his service, provided that the necessary certificates and documents are attached to his application.
- b. The previous periods of service to be added must not have been terminated due to any reason for complete deprivation of pension or end-of-service gratuity.
- c. The periods to be added must not be temporary or from the training periods prior to appointment.
- d. The Insured must pay the cost of the addition at the rate of his share and the employer's share in the subscriptions for the periods to be added, calculated on the basis of the subscription account salary on the date of submitting the addition application.
- e. The Insured must pay the full cost of the addition referred to in Paragraph (D) of this Article before the end of his service.
- f. The cost of addition shall be paid in one lump sum within thirty (30) days as of the date of approval of the addition application; otherwise, the addition application shall be considered void. The Insured may also request it to be paid in instalments in

accordance with the principles and conditions set by the BOD in this regard.

g. Any conditions decided by the BOD.

2. If the Insured's service ends before he completes the cost of addition, the previous periods of added service shall be calculated to correspond to the amounts actually paid.

3. As an exception to the provisions of Paragraph (E) of Clause No. (1) of this Article, the Minister may, upon a proposal from the BOD, establish special rules for cases in which it is permissible to accept the addition application or complete its cost after the end of the Insured's service, provided that they are approved by the Cabinet.

4. The Insured's previous period of service is deemed to be added to his subsequent service if he chooses not to pay the end-of-service gratuity due to him for it, in accordance with the conditions set by the BOD for this purpose, including specifying the specific period for benefiting from this option.

5. If the Pensioner is returned to service with an Employer subject to the provisions of this Law by Decree, he may add his previous service period and upon its expiration he shall be treated on the basis of both periods together, provided that the Minister issues the necessary controls and conditions, including the method of calculating the addition costs.

Article (9)

Insured Obtaining Nationality of the State

The provisions of this Law by Decree shall apply to the person who obtains the nationality of the State while serving with an Employer subject to the provisions of this Law by Decree as of the date on which he obtains the nationality, and he may add his periods of service prior to this date in accordance with the provisions of Article (8) of this Law by Decree.

Article (10)

Salary Based On Which Subscriptions Are Calculated

1. Subscriptions in the Government Sector shall be calculated based on the Insured's salary each month.

2. Subscriptions in the Private Sector shall be calculated during a calendar year on the basis of the Insured's salary in the month of January of each year. As for the Insured who joins work

after January, subscriptions shall be calculated on the basis of the salary of the month in which he joined the service until the following January, then the subscriptions shall be paid on the basis of January salary of each year.

3. The BOD may change the method of calculating the subscriptions stipulated in Clauses (1) and (2) of this Article.

Article (11)

Employer's Obligations

1. The Employer is obligated to register the Nationals who work for him and are subject to the provisions of this Law by Decree with the GPSSA within thirty (30) days as of the date of joining the service. He is also obligated to provide the GPSSA with the names of the insured persons whose services end within fifteen (15) days at most as of the date of the end of their services. If the Employer violates the provisions of this Clause, it is obligated to pay an additional amount of two hundred (200) AED for each day of delay, and this amount will be multiplied by the number of insured persons.

2. The Employer is obligated to provide the GPSSA, upon its request, with any statements, data or documents, including details.

The Insured's salaries and all necessary documents for the purposes of calculating the prescribed subscriptions in accordance with the provisions of this Law by Decree within ten (10) days as of the date of the application. In the event of delay, he is obligated to the GPSSA to pay an additional amount of one hundred (100) AED for each day of delay, and this amount may be multiple in the event of multiple insured persons. The GPSSA shall calculate the subscriptions due from the Employer according to what it decides in the event of its violation of the provisions of this Clause.

3. The Employer is obligated to pay the amounts owed by it and by the Insured, and it is responsible for paying them as of the date on which the Insured joins work for it until he leaves it, month by month. For this purpose, part of a month is considered a full month.

4. The Employer is obligated to the GPSSA to pay its share of the subscriptions, as well as the Insured's share that it deducts from his salary, within the period stipulated in Article (12) of this Law by Decree. In the event of a delay in paying them, it is obligated to pay an additional

amount of zero point one percent (0.1%) of the subscriptions due for each day of delay, without the need for warning or notice; and in all cases, the additional amount must not exceed the value of the subscriptions due.

5. Without prejudice to the provisions of Clause (4) of this Article, the Employer who has not paid subscriptions on the basis of real salaries is obligated to pay an additional amount of (10%) ten percent of the value of the subscriptions due without warning or prior notification. The BOD may determine the cases of exemption from the additional amount and the conditions for total or partial exemption from it.

Article (12)

Deadline for Paying Subscriptions

Subscriptions shall be payable as of the first of the month following the month for which they are due, and may be extended until the fifteenth day of this month, and these subscriptions shall be non-refundable.

Article (13)

Pension Entitlement Cases

1. The pension shall be entitled in the following cases:
 - a. The end of service of the Insured due to death, total disability, or medical unfitness. The two cases of total disability or unfitness shall be proven by a decision issued by the Competent Medical Committee.
 - b. The end of service of the Insured when he reaches the age of retirement whenever his subscription period reaches at least fifteen (15) years.
 - c. The end of service of the Insured by dismissal by disciplinary decision or dismissal by a court judgment whenever the period of his subscription is thirty (30) years, and he reaches the age of fifty-five (55) years.
 - d. The end of service of the Insured upon his request whenever the period of his subscription is at least thirty (30) years, and he reaches the age of fifty-five (55) years.
 - e. The end of service of the married, divorced or widowed insured woman upon her request, if her subscription period is (30) thirty years and her age reaches (55) fifty-

five years, provided that both the minimum subscription period and the age for entitlement to the pension for the insured woman with children shall be reduced in accordance with the following:

- a. Two years for the subscription period and three years for the age of each of the fifth and sixth children.
 - b. Three and a half years for the subscription period and four years for the age of the seventh child.
 - f. The end of service of the Insured by a federal decree or a local decree, provided that the treasury of the Federal Government or the treasury of the Government of the concerned Emirate, as the case may be, shall bear the actual costs that may result from that, provided that a decision is issued by the BOD on the method of calculating those costs.\
 - g. The end of service of the Insured for reasons other than those stipulated in the preceding Paragraphs whenever his subscription period is (30) thirty years and when his age reaches (55) fifty-five years.
2. Subject to the provisions of Paragraph (E) of Clause (1) of this Article, the pension shall be calculated in the two cases stipulated in Paragraphs (A) and (F) on the basis of a subscription period of (15) fifteen years or the actual subscription period, whichever is longer.
3. In the cases stipulated in the other Paragraphs, the pension shall be calculated on the basis of the subscription period stated therein.

Article (14)

Nominal Service Periods

The Insured may request the purchase of a nominal service period to be added to his actual service period under the following conditions:

1. The Insured must express in writing his desire to purchase that period before the end of his service.
2. He must have spent an actual period of service of at least twenty-five (25) years when submitting the purchase request, or a period of fifteen (15) years if he is sixty (60) years of age.

3. The period required to be purchased shall not exceed five (5) years.
4. The Insured must pay before the end of his service the cost of the purpose at the rate of his share and the Employer's share in the subscriptions for the periods to be purchased, calculated on the basis of the subscription account salary on the date of submitting the purchase application.
5. The purchase cost shall be paid in one lump sum or in instalments, provided that the full cost is paid before the end of the service.
6. If the Insured dies before collecting the instalments, they will continue to be collected from the pensions of the beneficiaries.
7. Any conditions decided by the BOD to implement the provisions of this Article.

Article (15)

Case of Missing of the Insured

If a judgment is issued deeming the Insured missing, his beneficiaries shall be paid a temporary monthly pension equivalent to the pension they are entitled to on the assumption that he died during service. If it is subsequently found that the missing person is alive, the pension payment to his beneficiaries shall be stopped and his condition shall be settled in light of the results of the judicial investigations. If it is proven that his position is not sound, the GPSSA has the right to claim him for what has been previously disbursed; but if his position is proven to be sound, a set-off shall be made between his entitlements and what has been disbursed to his beneficiaries. If his entitlements exceed the value of what has been disbursed to them, the difference shall be paid to him.

Article (16)

Entitlement to Pension of Death and Total Disability Resulting From Work Injury

The Pension shall be settled assuming that the Insured's subscription period has reached thirty-five (35) years, or on the basis of his actual service period, whichever is longer, in the event that his service ends due to death or total disability as a result of a work injury.

Article (17)

Compensation for Partial Disability Resulting from Work Injury

1. The Insured who develops a partial disability resulting from a work injury is entitled to compensation estimated in proportion to the disability he suffers multiplied by the amount of seventy-five thousand (75,000) AED.
2. The Insured shall be deprived of the compensation referred to in Clause No. (1) of this Article in the following cases:
 - a. If he intentionally injures himself.
 - b. If the injury occurred as a result of intentional behaviour on his part; and every act committed by the Insured under the influence of alcohol, drugs, or psychotropic substances, or his intentional violation of the prevention instructions announced in the workplace, is considered to be the same. In all cases, it is not permissible to allege this act or violation except after it has been proven by the investigation conducted in this regard by the competent authorities.
3. The provisions of Article (16) and Clauses Nos. (1) and (2) of this Article shall not preclude the right of the Insured or his heirs to claim his full right to compensation against others.
4. The Insured or his heirs - as the case may be - shall have the right to claim full compensation from the Employer if the injury has resulted from an error or negligence on its part, provided that what was disbursed thereto by the GPSSA is deducted in accordance with the provisions of this Law by Decree.

Article (18)

Pension Account Salary

For the purposes of implementing the provisions of this Law by Decree, the pension account salary shall be calculated as follows:

1. As for the Government Sector:

- a. The average subscription account salary for the last six (6) years of the subscription period or the entire subscription period if it is less than that.
- b. As for the Prime Minister, his deputies, ministers, and those of similar rank, the average subscription account salary for the last six (6) years of the subscription

period or the entire subscription period if it is less than that.

2. As for the Private Sector, regional and international missions and foreign political missions operating in the State:

The average subscription account salary for the last six (6) years of the subscription period or the entire subscription period if it is less than that.

Article (19)

Pension Calculation

1. The Insured's pension shall be calculated at the rate of (2.67%) of the pension account salary for each year of the subscription periods that reach thirty (30) years, and it shall be increased by (4%) for each year of the subscription periods that exceed that, up to a maximum of (100%) of this salary.
2. The Insured's right to Pension starts on the day following the end of his service and is terminated upon his death.
3. Part of a month is considered a full month when calculating the subscription period.
4. The minimum pension for the Insured shall be ten thousand (10,000) AED per month, provided that the Government shall pay the financial differences arising from this to the GPSSA.
5. If the subscription period exceeds thirty-five (35) years, the Insured shall be granted a reward for the excess period at the rate of three (3) months for each year calculated on the basis of the pension account salary.
6. The Cabinet may, based on the recommendation of the Minister and as permitted by the GPSSA's financial position, amend the minimum pension according to the variables of inflation rates in the State, and any other influences.

Article (20)

Provisions for Pensions of Prime Minister, His Deputies, and Ministers

1. The Prime Minister, his deputy, or the Minister is entitled to a pension of (50%) of the pension account salary if he spends a year or less in the ministerial position, and it shall be increased by (10%) of this salary for each of the following three years, and by (20%) for each

year exceeding that up to a maximum of (100%) of the pension account salary.

2. The Government Treasury shall bear the difference in subscriptions between the period of actual service and the period of service on the basis of which the pension is calculated.

3. Without prejudice to the provisions contained in this Article, the provisions of this Law by Decree shall apply to the Prime Minister, his deputy, ministers, and those of similar rank.

Article (21)

Beneficiaries and Conditions for their Entitlement to Pension Shares

1. The right to the Pension shall be transferred after the death of the Insured or Pensioner to his beneficiaries referred to in Clause No. (2) of this Article, provided that they meet the conditions specified in Article (22) of this Law by Decree on the date of death.

2. The Pension shall be distributed as follows:

- a. Widow(s) or beneficial spouse: (40%) of the Pension.
- b. Children (males and females): (40%) of the Pension.
- c. Father, mother, or both: (20%) of the Pension.

3. The beneficiary shall receive his share of the Pension in accordance with Clause (2) of this Article as of the first of the month following the date of death.

4. The Pension shall be distributed equally if more than one beneficiary shares in the Pension share.

Article (22)

Controls of Entitlement, Cessation, and Cutting off Payment of Pension

Salary to Beneficiaries

1. The widow's share shall be cut off in the event of marriage or joining a job covered by the provisions of this Law by Decree.

2. The spouse is entitled to a share in his dead wife's pension if he is unable to earn a living, and this inability is proven by a report from the Competent Medical Committee, and this shall be verified once every two years unless the Committee decides that he is unlikely to recover. His share is also cut off if he joins a job covered by the provisions of this Law by Decree or is

entitled to a pension from the GPSSA.

3. In order for a daughter to be entitled to a share in the Pension, she must be single, divorced, widowed, or incapable of earning, and it shall be cut off in the event of her marriage, joining a job covered by the provisions of this Law by Decree, her entitlement to a pension from the GPSSA, or the clearance of her incapability, provided that the incapability to earn or clearance thereof is proven in accordance with the provisions of Clause (2) of this Article.

4. In order for a son to be entitled to a share in the Pension, he must not have reached the age of twenty-one (21) on the date of death, and his share in the Pension will be cut off when he reaches this age, excluding:

- a. The incapable of earning until the clearance of his incapability, provided that the incapability to earn or clearance thereof is proven in accordance with the provisions of Clause (2) of this Article.
- b. The student in one of the stages of education that exceeds secondary education, provided that he does not exceed the age of twenty-four (24), unless his speciality requires extending this age for a maximum of two years, after the approval of the BOD, provided that the Pension share continues to be paid to the student who reaches that age during the academic year until its end.
- c. The son joining a job covered by the provisions of this Law by Decree, as his share in the Pension shall be cut off even if he has not reached the age of twenty-one (21).

5. The father shall be entitled to a share in his dead son's pension if he does not have a salary from a job covered by the provisions of this Law by Decree or a pension from the GPSSA.

6. The mother shall be entitled to a share in her dead son's pension if she is a widow or divorcee and does not have a salary from a job covered by the provisions of this Law by Decree or a pension from the GPSSA.

7. In all cases, the Pension shall be paid to the beneficiaries within the limits of the difference between it and the work wage, if this wage is less than the value of the Pension.

Article (23)

Minimum Pension for Beneficiary

1. The minimum share of the beneficiary of the Insured or Pensioner shall be as follows:
 - a. Eight hundred (800) AED for the widow or beneficiary spouse.
 - b. Six hundred (600) AED for each parent.
 - c. Four hundred (400) AED for each of the remaining beneficiaries.

In all cases, it is required that the total shares of the beneficiaries do not exceed the amount of the Pension.

2. It is prohibited for the beneficiary to combine more than one pension due from the GPSSA, and if he is entitled to that, the one with the greater value shall be paid. An exception to this is the widow of the Pensioner, who is entitled to combine her pension from the GPSSA and her share of her husband's pension.
3. Subject to the provisions of Article (22) of this Law by Decree, the share of any of the beneficiaries shall be transferred to the GPSSA in the event of cutting off or expiration in accordance with the provisions of this Law by Decree.

Article (24)

Combining More Than One Pension

1. The Pensioner may combine his pension due under the provisions of this Law by Decree with his pension due under any other legislation, with the exception of the Pension from the GPSSA.
2. It is prohibited for a pensioner to combine more than one pension from the GPSSA, and if he is entitled to that, the one with the greater value shall be paid to him.

Article (25)

Combining Pension and Salary

1. Payment of the Pension shall be ceased if the Pensioner joins a job covered by the provisions of this Law by Decree in return for consideration, whether a monthly or lump sum salary or a bonus, if this consideration is equal to or greater than the value of the Pension.

2. The Pension shall be paid within the limits of the difference between it and the work wage, if this wage is less than the value of the Pension.
3. The pension will be re-disbursed at the end of service, subject to the provisions of Article (24) of this Law by Decree.
4. As an exception to Clauses (1) and (2) of this Article, the Pensioner whose subscription period has reached thirty (30) years has the right to combine the Pension with work consideration, regardless of their value.
5. The Cabinet may, upon the recommendation of the Minister, reconsider cases of combining the pension and salary of the Pensioner or the beneficiary, by addition or cancellation.

Article (26)

End of Service Gratuity

1. The Insured shall be granted an end-of-service gratuity if his service ends, and he is not entitled to a pension in accordance with the provisions of this Law by Decree.
2. The end-of-service reward shall be calculated at the rate of one and a half months for each year of the first five subscription period, provided that it is not less than one year, then at the rate of two months' salary for each year of the next five subscription period, then at the rate of three (3) months' salary for each year in excess of that.
3. The end-of-service gratuity shall be calculated based on the pension account salary.
4. Part of a month is considered a full month when calculating the subscription period.
5. If the Insured is entitled to an end-of-service gratuity and then dies before receiving it, it shall be paid to his beneficiaries in accordance with the provisions contained in this Law by Decree with regard to the Pension. If there are no beneficiaries, it shall be distributed according to the provisions of inheritance in Islamic Sharia.

Article (27)

Loss or Cessation of Right to Pension or End-of-Service Gratuity

1. Without prejudice to the provisions of Articles (28) and (29) of this Law by Decree, the Insured or Pensioner may not be deprived of the Pension or end-of-service gratuity except by a disciplinary decision issued by the competent authority not exceeding a quarter of the

Pension or end-of-service gratuity, with the exception of the alimony debt owed, provided that such debt must be disbursed through the entities to which the Pension is transferred, provided that this decision has been taken against the Pensioner for the acts committed thereby before the end of his service.

2. Notwithstanding what is stated in any other legislation and with the exception of the GPSSA's debt, the GPSSA is prohibited from making any deduction on the Pension or end-of-service gratuity for the benefit of another debt.

3. The Employer is obligated to deduct any debts owed to the GPSSA by the Insured before any other debt is paid, and any text that contradicts this provision is considered invalid.

4. The BOD shall set the rules for withholding or deducting from the pension or end-of-service gratuity in favour of the GPSSA's debt. In all cases, the GPSSA's debt shall be recovered from the end-of-service gratuity without limits.

Article (28)

Death of the Insured Subject to Disciplinary Action

If the Insured or Pensioner who is subject to a disciplinary action during his lifetime depriving him of part of his pension dies, the right to the actual pension he has been receiving shall be transferred to his beneficiaries in accordance with the provisions of this Law by Decree.

Article (29)

Withdrawing Insured's Nationality of State

The Pensioner or Insured who loses his nationality shall be deprived of the pension or end-of-service gratuity. Upon his death, his beneficiaries shall be paid their full shares in the pension if they have the State's nationality. However, if the State's nationality is withdrawn from them or they did not originally enjoy it, half their shares shall be paid to them.

Article (30)

Exceptional Pensions and Bonuses

1. It is permissible, by a federal decree or a Cabinet resolution, to grant exceptional pensions, pension increases, or rewards to the insured persons whose service ends for any reason, or to pensioners or their beneficiaries, or to other than the aforementioned nationals who have performed great services for the State, or to the families of those who die in an accident that is considered a public disaster.
2. The provisions of this Law by Decree apply to these exceptional pensions and bonuses, without prejudice to what is stipulated in the decree or decision granting the pension or bonus, as the case may be.
3. The Government shall bear the cost of exceptional pensions and bonuses to the GPSSA, provided that they are determined according to actuarial principles regarding which a decision shall be issued by the Minister.

Article (31)

Exchange of Insurance Benefits

The Cabinet may, based on the BOD recommendation, shall establish a system for exchanging insurance benefits between the GPSSA and the pension and retirement funds operating in the State.

Article (32)

Judicial Enforcement Officers

GPSSA's employees who are designated by a resolution issued by the Minister of Justice, in agreement with the Minister, shall have the capacity of judicial enforcement officers with respect to crimes that fall within their jurisdiction and are related to the duties of their jobs.

Article (33)

Penalties

Without prejudice to any severer penalty stipulated in any other law, the penalties stated in the following Clauses shall be imposed as punishment for the crimes referred to therein.

1. A penalty of imprisonment and/or a fine not exceeding fifty thousand (50,000) AED shall be imposed on anyone who intentionally gives incorrect data or intentionally refrains from giving the data stipulated in this Law by Decree or in the decisions or regulations implementing it with the intention of unlawfully obtaining funds from the GPSSA. The same penalty shall be imposed on anyone who intentionally gives incorrect information that would lead to failure to fulfil the GPSSA's dues in full. In all cases, the court shall order the return of the amounts unlawfully disbursed or the refund of the amounts owed to the GPSSA.
2. Every Employer in the Private Sector subject to the provisions of this Law by Decree shall be punished with a maximum fine of fifty thousand (50,000) AED for each employee on whose behalf it has not subscribed to the GPSSA. The same penalty shall be imposed on every Employer who charges its employees with any share in subscriptions or any amounts not stipulated in this Law by Decree, and the court rules of its own accord to obligate the violating Employer to pay the employees the value of the subscriptions incurred thereby, and the fine shall multiply according to the number of employees against whom the violation occurs.
3. All additional amounts, fines, and amounts awarded for violating the provisions of this Law by Decree shall be transferred to the GPSSA.

Article (34)

GPSSA's Dues

1. The GPSSA has the right to deduct any amounts unlawfully disbursed to the beneficiary from the shares of the other beneficiaries as of the date of knowledge of the incident that led to this, and in proportion to what each of them is entitled to the others, without prejudice to the right of the remaining beneficiaries to claim against the person who spent those amounts,

each according to the amount of his share in the pension.

2. The amounts owed to the GPSSA pursuant to the provisions of this Law by Decree have a lien on all of the debtor's funds and have priority over all debts, and the GPSSA has the right to collect them in accordance with the legislation regulating this matter.

3. The Employer's dissolution, liquidation, closure, bankruptcy, merger with another entity, transfer by inheritance, bequest, gift, sale, assignment, or any other disposition does not prevent fulfilling all the GPSSA's dues, and the Employer shall be jointly responsible with the former Employer for implementing the obligations owed to the GPSSA.

4. The joint liability of the heirs or legatees shall be within the limits of what is transferred to them from the estate in the event of the Employer's transfer by inheritance or bequest.

Article (35)

Appeals and Disputes

1. The Insured, Pensioner, beneficiary, or any interested party may not file a lawsuit to claim any of the rights stipulated in accordance with the provisions of this Law by Decree except after claiming them from the GPSSA within five (5) years as of the date on which they are due.

2. Claiming any of the rights established pursuant to this Law by Decree shall be considered a claim for other rights, and the period referred to in Clause No. (1) of this Article shall cease for all beneficiaries if one of them submits this request, and it shall cease for those who lack full and partial legal capacity if there is no one legally representing them.

3. The lawsuit referred to in Clause No. (1) of this Article may not be accepted before the decision issued by the GPSSA is appealed before the committee formed in accordance with the provisions of Clause No. (4) of this Article no later than thirty (30) days as of the date of issuance of this decision.

4. A committee shall be formed to consider grievances and the rules for adjudicating them shall be determined by a decision issued by the Chairman of the BOD after the approval of the BOD.

5. The request or grievance stipulated in this Article must be decided upon within thirty (30) days as of the date of its submission. The expiry of this period without issuing a decision on the request or grievance is considered a decision of rejection.

6. It is not permissible to file a lawsuit requesting an amendment to the rights stipulated in this Law by Decree after the expiry of one year as of the date of notification of the final entitlement to the pension or as of the date of disbursement for the remaining rights, with the exception of cases of re-settlement of rights in excess as a result of a settlement made based on a law or a final court judgment, as well as material errors of calculation upon settlement.

Article (36)

Expiration of Employer's Right

The employer's right to recover the amounts paid in excess shall forfeit two years after the date of their payment without the GPSSA requesting them.

Article (37)

Exemption from Judicial Fees

Lawsuits filed by the GPSSA, the Insured person, the pensioner, or his beneficiary in connection with the application of the provisions of this Law by Decree shall be exempted from judicial fees at all levels of litigation. These lawsuits shall be considered on an urgent basis, and the court may in all cases rule with expedited enforcement and without bail. In the event of the lawsuit being rejected, it may rule against the party filing it to pay all or some of the expenses.

Article (38)

General Provisions

1. The periods stipulated in this Law by Decree shall be calculated according to the Gregorian calendar.
2. The Insured regarding whom a federal decree has been issued to be treated in his occupation as a minister, as well as anyone in the same rank of a minister, shall be subject to the provisions of Article (20) of this Law by Decree.
3. The BOD may determine special rules for collecting subscriptions and any amounts owed to the GPSSA, including all or some of them in instalments.

4. The additional amounts stipulated in this Law by Decree shall be included within the GPSSA's revenues.
5. The provisions of the aforementioned Law No. (7) of 1999 shall not apply to those included in the provisions of this Law by Decree.
6. As an exception to the provisions of Article (2) of this Law by Decree, the provisions of Articles Nos. (6), (27) and (35) thereof shall apply to those subject to the provisions of the aforementioned Federal Law No. (7) of 1999.
7. The Insured who receives unpaid leave may request the continuation of his subscription for the leave period in exchange for paying the prescribed subscriptions in accordance with the provisions of this Law by Decree, and in accordance with the rules and conditions determined by the BOD, in the following cases:
 - a. If the Insured is a student enrolled in one of the recognised educational institutions in accordance with the legislation in force in the State and the leave is for the purposes of completing his postgraduate studies, provided that this period does not exceed three (3) years for the master's degree and the same for the doctoral degree.
 - b. If the insured woman takes leave for the purposes of caring for her children, for a maximum of three (3) consecutive or intermittent years.

Article (39)

The subscription amounts due to be paid to the GPSSA shall be payable as of the date of the Insured's appointment with the employer, provided that they are paid in full to the GPSSA as of the first of January of the year 2024 AD. The Employer shall not bear any additional amount as a result of delaying the payment of these subscriptions during the period from the effective date of this Law by Decree until 31 December 2023. The BOD may set controls for paying these subscriptions in instalments, provided that the instalment period does not exceed ten (10) months.

Article (40)

1. The GPSSA shall set the executive rules and conditions for employers, self-employed workers, and self-employed persons to benefit from this Law by Decree, and a decision to this effect shall be issued by the Minister after the approval of the BOD.
2. The GPSSA shall establish the executive rules for applying the provisions of the "System for Extending Insurance Protection to GCC Nationals Working Outside their Countries in any of the other GCC States", and a resolution to this effect shall be issued by the Cabinet based on a proposal from the Minister after the BOD's approval.

Article (41)

The Cabinet may, based on the BOD recommendation, issue resolutions related to amending the conditions for benefit, entitlement, and pensions established under the provisions of this Law by Decree, in a manner that achieves the interest of the Insured, Pensioners, and their beneficiaries, including adding any other categories to the beneficiaries of the pensioner. The resolution shall specify the terms and conditions for benefiting from these resolutions.

Article (42)

Executive Resolutions

The Minister shall issue the necessary regulations and resolutions to implement the provisions of this Law by Decree, and he may amend the Table of Occupational Diseases and the Table on the Estimation of the Degree of Disability in the Case of Loss of Organs attached to the provisions of this Law by Decree, in accordance with the legislation in force in the State.

Article (43)

Repeals

Any provision that violates or contradicts the provisions of this Law by Decree shall be repealed.

Article (44)

Publication and Entry Into Force of Law by Decree

This Law by Decree shall be published in the Official Gazette and shall enter into force as of the date of its publication.

Mohammed Bin Zayed Al Nahyan

President of the United Arab Emirates

Issued by us at the Presidential Palace - Abu Dhabi

On: 17 Rabi' I 1445 H

Corresponding to: 02 October 2023

Annex 1

SN	Disease	Disease-causing Work
1	Poisoning by lead and its compounds	Any work that requires the use of lead or doing work that is related to lead or the compounds containing lead.
2	Poisoning by mercury and its compounds	Any work that requires the use of mercury or doing work that is related to mercury or the components containing mercury, in addition to any work that requires exposure to dust or gases of mercury or its components or materials containing mercury.
3	Poisoning by arsenic and its compounds	Any work that requires the use of arsenic or doing work that is related to arsenic or the components containing arsenic, in addition to any work that requires exposure to dust or gases of arsenic or its components or materials containing arsenic.
4	Poisoning by antimony and its contents	Any work that requires the use of antimony or doing work that is related to antimony or the components containing antimony, in addition to any work that requires exposure to dust or gases of antimony or its components.
5	Poisoning by phosphorus and its compounds	Any work that requires the use of phosphorus or doing work that is related to phosphorus or the components containing phosphorus, in addition to any work that requires exposure to dust or gases of phosphorus or its components.

6	Poisoning by petroleum and its similar products, gases, or its various compounds and derivatives	Any occupation that requires use or handling of petroleum or doing work that is related to petroleum or the compounds containing petroleum, in addition to any work that requires exposure to these materials whether in solid, liquid or gaseous form, or exposure to its dust or gases.
7	Poisoning by manganese and its compounds	Any work that requires the use of manganese or doing work that is related to manganese or the components containing manganese, in addition to any work that requires exposure to dust or gases of manganese or its components or products containing mercury.
8	Poisoning by sulphuric metal and its compounds	Any work that requires the use of sulphuric metal or doing work that is related to sulphuric metal or the components containing sulphuric metal, in addition to any work that requires exposure to dust or gases of sulphuric metal or its components or materials containing sulphuric metal.
9	Poisoning with chloroform or carbon tetrachloride	Any occupation that requires use of chloroform or carbon tetrachloride or doing work that is related to chloroform or carbon tetrachloride, in addition to any work that requires exposure to gases containing them.
10	Diseases caused by radium or x-ray reflective materials	Any occupation that requires exposure or radium or any other radio-active substance or x-rays.
11	Incurable skin diseases,	Any work that requires the use or handling of

	skin and eye burn	tar or coal tar equipment, mineral oil, kerosene, cement, or flour, or similar dust or any of their compounds, products or residues.
12	Effect on the eye due to heat and light and their effects	Any occupation that requires recurrent or continuous exposure to reflection of light, heat or radiation emitted by molten glass, hot or molten metals or exposure to powerful light and high temperature that could cause harm to eye or sight.
13	Diseases resulting from exposure to: 1. Silicon dust. 2. Asbestos dust. 3. Cotton dust. 4. Any other dust that may cause lung injury.	Any work that requires exposure to silicon dust or any materials containing silicon with a concentration of more than five percent (5%), such as work in mines, quarrying, rock sculpting or breaking, rock cement factories, sandblasting of metals or any other work that requires a similar exposure, as well as any work requiring exposure to asbestos or cotton dust to such an extent as to cause such a disease.
14	Anthrax	Any work that requires contact with animals affected by such a disease and by swelling, or with their skins, horns and hair.
15	Ascites disease	Any work that requires contact with animals affected by such a disease.
16	Pulmonary Tuberculosis	Any occupation in hospitals providing treatment to patients affected by this disease.
17	Enteric Fever	Any work in hospitals specialised in the treatment of this fever.

Annex O

SN	Disease	Percentage
1	Loss of right hand fingers including thumb	60
2	Loss of left arm from above or below the elbow	50
3	Loss of the left hand fingers including thumb	50
4	Loss of one leg below the knee	50
5	Total or permanent loss of hearing	50
6	Loss of tongue or permanent dumbness	45
7	Loss of both feet from the ankle or below	45
8	Loss of genital organ	45
9	Loss of sight of one eye	45
10	Loss of right hand from the wrist	38
11	Loss of thumb or four fingers of the right hand	35
12	Loss of left hand from the wrist	34
13	Loss of the thumb or four of the left hand fingers	25
14	Loss of one foot from the ankle or below	20
15	Loss of all toes of one foot including the big toe	20
16	Loss of three of the right hand fingers excluding the thumb	15
17	Loss of the index finger of the right hand	15
18	Loss of the phalanges joint of the right hand thumb	10
19	Loss of the index finger of the left hand	10
20	Loss of three toes excluding the big toe	10
21	Loss of the big toe	10
22	Loss of the last phalanges joint of the left foot	6

	big toe	
23	Loss of the right hand middle finger	6
24	Loss of the left hand middle finger	6
25	Loss of the right hand annular finger	6
26	Loss of the left hand annular finger	6
27	Loss of the right hand auricular finger	6
28	Loss of one finger of the left hand	6
29	Loss of the phalanges joint of any finger excluding the thumb	5
30	Loss of the right hand index finger second joint	5
31	Loss of the foot toes excluding the great toe	5
32	Loss of one molar tooth	3
33	Loss of one canine tooth	2