



Federal Decree Law No. (57) of 2023

Regarding Pension and Social Security

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

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President of the United Arab Emirates

- After reviewing the Constitution and its amendments.
- Federal Law No (1) of 1972, concerning the jurisdiction of the Ministries and the Powers of Ministers and the amending law thereof.
- Federal Law No (7) of 1999, concerning the Issuance of the Law on Pension and Social Security and the amending law thereof.
- And based on a presentation raised by the Minister of Finance and the approval of the Council of Ministers.

Have disseminated the following legal decree:

Article 1

Definitions

In applying the provisions of this legal decree, the following words and phrases shall have the meanings indicated as assigned for each of them, unless the context requires otherwise:

State:	:	The United Arab Emirates.
Government	:	Government of United Arab Emirates.
Authority	:	General Pension and Social Security Authority (GPSSA)
Minister	:	The Minister of Finance.
Board	:	The Board of Directors of the Authority.
Chairman	:	Chairman of the Board of the Authority.
Employer	:	1. In the Governmental Sector: Federal Government entities, government authorities, agencies, companies, establishments, as well as banks in which the Federal Government owns shares, in addition to local government entities who request the related Emirate to follow this legal decree. 2. In the Private Sector: Every natural or juridical person employing Emiratis in a private sector entity in return for a salary of whatever kind. 3. Regional, international and foreign political missions operating in the UAE.
Emiratis	:	Anyone who holds the UAE nationality in accordance with the legislation in force therein.
The Insured	:	Every Emirati working for an employer and is subject to the provisions of this legal decree.
Contribution period	:	The period of service by which the insured is entitled to a pension or end-of-service gratuity, as the case may be, and in accordance with the provisions of this legal decree
Pensioner	:	Every person whose service is terminated and who is entitled to a pension in accordance with the provisions of this legal decree.
Retirement referral age	:	60 years old.
Pension	:	The amount due by the General Pension and Social Security Authority (GPSSA) every month in a periodical manner for the pensioner or to the beneficiaries thereof in accordance with the provisions of this legal decree.

Beneficiary	:	Person/s and/or individuals entitled to a share in the pension due to the decease of the insured or the pensioner.
Service period	:	Each period of service spent by the insured at work, during which he/she was subject to this legal decree, in addition to the periods that may be added or merged in accordance with the provisions thereof.
Work-related injury	:	An injury or an occupational disease caused by a work-related accident that occurred during and/or because of work-related reasons or if the insured is exposed to an accident during his/her commute to and from work
Occupational disease	:	A disease sustained in an extensive manner by individuals working in one or more occupations as per the Annex No. 1 attached hereto. The percentage of disability caused by an occupational disease will be assessed based on a report published by the competent medical committee. The disease is deemed as occupational given that the insured becomes affected during a professional practice or within one year from leaving his/her work.
Incapable of earning	:	Person/s and/or individuals with a disability that results in reducing their ability to work by no less than 50% and as proven by a decision taken by the competent medical committee.
Total disability	:	Any disability hindering the insured in a wide-ranging and permanent manner from practicing an occupation or work to make a living. Such disability must be proven by a decision taken by the competent medical committee after the settlement of the condition. Some of these cases amongst others includes complete loss of eyesight, arms, legs, one arm and one leg, mental illnesses, chronic and incurable illnesses as determined by a decision taken by the Minister of Health and Prevention.
Partial disability	:	Any disability caused by a work-related injury, and that permanently affects the insured's capability to work in his/her original profession or make a living in general. Such disability shall be evidenced by a decision taken by the competent medical committee after the settlement of the condition, as per the Annex No. 2 attached hereto,

clarifying the degree of disability in the event of organ loss. Should the disability not be mentioned in the table, the percentage shall be estimated as per the incapacity sustained by the insured to make a living, provided that such percentage is mentioned in the report by the competent medical committee. Should the disability have a special effect on the capacity of the injured to make a living from his/her original profession, the type of work carried out by the injured individual will be mentioned in details, and the effect thereof on the increase of the disability in such cases beyond the percentages set in the aforementioned table.

- Natural decease** : Decease not caused by a work-related injury.
- Competent medical committee** : The medical committee established by virtue of a decision issued by the Minister of Health and Prevention to prove each medical case set out by the law herein.
- Contribution Account Salary** : The salary on the basis of which the employer's share and the insured's share in contributions are paid to the General Pension and Social Security Authority (GPSSA), and specified in accordance with the provisions of Article (5) of this legal decree.
- Pension Account Salary** : The salary on the basis of which the pension or end-of-service gratuity is calculated, as referred to in Article (18) of this legal decree.

Article 2

Scope of Application

1. The provisions of this legal decree apply to an insured who starts working for an employer as of the date of its implementation.
2. The provisions of this legal decree do not apply to the following categories:
 - A. The insured covered by 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 previous law, even if he/she joins a new job with the employer, as he/she continues to be subject to the provisions of Federal Law No (7) of 1999.
 - C. The insured who receives an end-of-service gratuity in accordance with the provisions of the aforementioned Federal Law No (7) of 1999 or any previous law, even if he/she joins a new job with the employer, he/she continues to be subject to the provisions of Federal Law No (7) of 1999.

Article 3

Controls Related to the Insured's Registration

1. The insured's age must not be less than eighteen (18) years old and not more than the legal retirement age. He/she must be fit to work upon appointment by virtue of a medical report from a medical authority; the employer is then expected to submit the medical report to the GPSSA upon contributing.
2. In applying the provisions of this legal decree, the official document prepared to prove the age issued by the competent authority in the UAE, and which is presented upon contributing to the GPSSA for the first time, shall be considered. Any amendment to the fixed age shall be considered if it is made within a period not exceeding one year from the registration date.

Article 4

Contributions paid to the GPSSA for the Insured

1. The insured's contributions shall include the following:
 - A. Monthly contributions born by the insured, in the value of (11%) deducted by the employer from the contribution account salary.

B. Monthly contributions paid by the employer, in the value of (15%) from the insured's contribution account salary. As for the employer in the private sector, the government bears (2.5%) of his/her share for employed Emiratis whose contribution account salaries are less than Dh20,000 (twenty thousand dirhams), paid to the General Pension and Social Security Authority (GPSSA) to encourage entities to employ UAE nationals. The Council of Ministers may decide to amend or cancel this percentage and set additional conditions and controls related to the government bearing this percentage in accordance with what the Council of Ministers deems appropriate.

2. The Council of Ministers may, upon the recommendation of the Board, set a threshold to the annual increase in accordance to the insured's contribution account salary or during any of his/her contribution period, and reconsider the contribution rate of the employer and the insured and divide it between them.

Article 5

Contribution Account Salary

For the purpose of applying the provisions of this legal decree, the contribution account salary is identified as follows:

1. For the Government Sector:

A. The basic monthly salary of the insured, in addition to the monthly bonus and allowances granted thereto, namely: cost of living allowance, social allowance for children, social allowance for the Emirati and housing allowance, which is estimated based on the employee's position and grade. The housing allowance is calculated monthly to those who receive such allowance annually by dividing this allowance over the months in the year, given that the contribution account salary of the insured does not exceed Dh100,000 (one hundred thousand dirhams).

B. For the Prime Minister, the Deputy Prime Minister, the Ministers and similar persons: The basic salary plus the housing allowance and other monthly and yearly allowances. The yearly allowances are estimated on a monthly basis by dividing them to the months of the year, provided that the contribution account salary does not exceed Dh150,000 (one hundred and fifty thousand dirhams).

2. For the Private Sector:

The salary determined by the employment contract, provided that the contribution account salary is not less than Dh3,000 (three thousand dirhams) with a maximum of Dh70,000 (seventy thousand dirhams). The minimum and maximum limit of the contribution account

salary may be amended as permitted by GPSSA's financial position through a decision issued by the Minister based on the Board's recommendation.

3. For insured individuals working for regional and international missions and foreign political missions operating in the UAE:

The basic salary of the insured as specified in the employment contract, in addition to the benefits, bonuses or allowances granted thereto within the salary received thereby in exchange for their work, in accordance with the contribution account salary determined for the private sector.

The Board may determine the items included within the contribution account salary in cases where the employer applies a salary schedule for his/her employees contrary to what is stipulated in the provisions of this article.

Article 6

Contribution Calculation Period

1. The contribution calculation period includes the employment period spent by the insured with an entity that is subject to the provisions of this legal decree including merged employment years, leave periods, secondments and any other period that the insured does not receive a part of the salary or the full salary (i.e. study leaves, sick leaves and secondments).
2. The insured continues to be subject to the provisions of this legal decree during his/her leave period, assignment, secondment, or transfer. The rules for calculating contributions and the body obligated to pay them in such cases is determined by a decision taken by the Board, for any other similar case.
3. The following time-frame shall not be calculated in the contribution calculation period:
 - A. The period of suspension from work without pay, or absence resulting in depriving the insured from his/her salary.
 - B. Years that are not permitted to be merged in accordance to this legal decree.

Article 7

Merging Previous Service Periods

For the purpose of calculating the pension or end-of-service gratuity in accordance to the legal decree hereof, the insured may add the following periods:

1. The previous service period with any employer subject to the federal legal decree hereof.
2. A service period prior to obtaining the UAE nationality.
3. The previous service period at any entity as per decision granted by the Council of Ministers based on the recommendations of the Board.

Article 8

Provisions and controls for merging previous service years

1. The merger of the service period referred to in Article (7) of this legal decree hereof requires the following:

- A. Insured individuals to express their willingness in writing to include such periods prior to termination of the service thereof, provided that they enclose the necessary certificates and documents with their request.
- B. The previous service durations required to be included must not have ended due to reasons of total deprivation of pension or end-of-service gratuity.
- C. The periods required to be included must not be temporary, or one of the probation periods that precedes the appointment.
- D. The insured shall pay his/her contribution share as well as that of the employer for the merge period based on the contribution account salary as of the date of the merge request.
- E. The insured shall pay the full merge amount referred to in paragraph (D) of this Article prior to the termination of the service.
- F. The merge cost shall be paid in one payment within thirty (30) days from the date of approval of the merge request; otherwise, the request shall be deemed void. The insured may also request payment in installments in accordance with the principles and conditions set by the Board in this regard.
- G. Any other conditions decided by the Board.

2. If an insured's service expires before he/she completes the merge cost, the previous

periods of service are calculated in correspondence to the amounts actually paid.

3. As an exception to the provisions of Paragraph (E) of item No. (1) of this Article, the Minister may, upon a recommendation from the Board, establish special rules for cases by which it is permissible to accept the merge request or complete its cost after the end of the insured's service period, provided that they are approved by the Council of Ministers.
4. The insured's previous service years are deemed legally merged to the subsequent employment, if the insured chooses not to receive the end-of-service gratuity due to him/her, in accordance with the conditions set by the Board for such purpose, including identifying a beneficial option.
5. If the pensioner returns to work with an employer subject to the provisions of this legal decree, he/she may add the previous service period and at the expiration be treated on the basis of both periods merged together, provided that the Minister issues the necessary controls and conditions, including the method of calculating the merge cost.

Article 9

An insured who acquires the UAE nationality

The provisions of this legal decree apply to individuals who acquire the nationality of the UAE during his/her service with an employer subject to the provisions of the law. He/she may include the period of service preceding such date, in accordance with the federal legal decree of Article (8) hereof.

Article 10

The salary by which contributions are calculated

1. Contributions in the government sector are calculated based on the insured's actual salary each month.
2. Contributions in the private sector are calculated during the year on the basis of the insured's salary in January of each year. As for the insured who joins work after the month of January, contribution is calculated on the basis of the month's salary during which he/she joined an employer/entity, until the following January. Contributions are then paid based on the January salary of each year.
3. The Board may amend the method of calculating contributions stipulated in items No (1) and (2) of this Article.

Article 11

An employer's obligation

1. The employer shall, within thirty (30) days from the date of joining the service, register UAE nationals who are working therewith and subject to this federal legal decree hereof at the General Pension and Social Security Authority. The employer shall provide the GPSSA with the name of the insured whose service expires within 15 (fifteen) days at most from their employment expiration date. In the event of violating the provisions of this article, the employer shall pay an additional amount of Dh200 (two hundred dirhams) for each day delayed, and such amount varies depending on the number of insured persons.
2. The employer shall provide the GPSSA, upon its request, any lists, statements or documents, including salary details for the insured, as well as all necessary documents for the purposes of calculating the prescribed contributions in accordance with the federal legal decree hereof, within 10 (ten) days as of the requested date. In case of delay, the employer shall be obligated to pay an additional amount of Dh100 (one hundred dirhams) for each day delayed, and such amount varies depending on the number of insured individuals. The GPSSA calculates and determines the contributions owed by the employer in the event of violating the provisions of this item as deemed appropriate.
3. It is the employer's responsibility to pay the insured's contribution amount on monthly basis, as of the date the insured starts work until he/she leaves. A part of the month shall be deemed a full month for such purpose.
4. The employer is obligated to pay its contribution shares to the General Pension and Social Security Authority, as well as the share of the insured individual, by deducting the amount from his/her salary during the mentioned period in Article (12) hereof. If the employer delays paying the contribution amount, an additional amount at 0.1% of the outstanding contributions for each day delayed will be charged, without warning or notice. In all cases, the additional amount should not exceed the value of outstanding contributions.
5. Without prejudice to the provisions of item (4) of this Article, the employer who does not pay the contributions on the basis of the actual salary shall pay an additional amount of 10% (ten percent) of the value of outstanding contributions, without the need of a prior warning or notice.

The Board may identify the exemptions from the additional amount, as well as the conditions for total or partial exemptions therefrom.

Article 12

Date of paying the contributions

Contributions are payable from the beginning of the month following the due month. It may be extended until the 15th day of that month; such contributions are non-refundable.

Article 13

Pension entitlement cases

1. Pension shall be payable in the following cases:
 - A. The insured's termination of service due to decease, total disability, or unfitness, given that the disability or unfitness are evidenced via a decision issued by the competent medical committee.
 - B. The termination of the insured's service due to reaching the retirement age, and whenever the contribution period in such insurance reaches 15 (fifteen) years at least.
 - C. The termination of the insured's service by reason of dismissal because of a disciplinary decision or isolation due to a judicial ruling, whenever the contribution period is not less than 30 (thirty) years, and the individual reaches 55 (fifty-five) years of age.
 - D. The termination of the insured's service at his/her request, whenever the contribution period is not less than 30 (thirty) years, and he/she reaches 55 (fifty-five) years of age.
 - E. The termination of the service of an insured female who is married, divorced or widowed, upon her request, whenever the contribution period in the insurance reaches 30 (thirty) years, and she reaches 55 (fifty-five) years of age. Both the minimum contribution rate and the age for pension entitlement for the insured female who has children, shall be reduced according to the following factors:
 - 1) The contribution period will be reduced by two years, and her retirement age will be reduced by three years given that she has five or six children .
 - 2) The contribution period will be reduced by 3.5 (three and a half years), and her retirement age will be reduced by four years of age given that she has seven children.
 - F. The insured's service termination by virtue of a federal or a local decree, provided that the treasury of the competent Emirate bears the actual expenses incurred therefrom. A decision shall be issued from the Board with regards to calculating such expenses.
 - G. The termination of the service of the insured for reasons other than the ones set forth

in the preceding items, whenever the contribution period reaches 30 (thirty) years, and the individual is 55 (fifty-five) years of age.

2. Subject to the provisions of paragraph (E) of item (1) of this Article, pension is calculated in two cases set forth in paragraphs (A) and (F) on the basis of the contribution period of 15 (fifteen) years, or the actual contribution period, whichever is longer.
3. Pension is calculated in cases set forth in other paragraphs on the basis of the contribution period contained therein.

Article 14

Assumed service periods

The insured may request the purchase of an assumed service period to be included in the actual service period under the following conditions:

1. The insured must express in writing his/her willingness to purchase such period prior to the termination of his/her service.
2. The insured must have served not less than 25 (twenty-five) actual years when submitting the purchase request, or 15 (fifteen) years if he/she reaches 60 (sixty) years of age.
3. The required purchase period should not exceed 5 (five) years.
4. The insured shall, prior to the termination of his/her service, pay the cost of purchase, including his/her share, as well as the employer's share in contributions for the purchased period, in accordance with the contribution salary at the date of the purchased request.
5. The amount shall be paid in one payment or in installments, provided that the full cost is paid prior to the termination of service.
6. In the event of the insured's decease before the installments are collected, the collection thereof shall carry on from the pensions of the beneficiaries.
7. Any other conditions determined by the Board to implement the provisions of this Article.

Article 15

Assumed service periods

Should a judgment be issued to consider the insured as missing, a temporary monthly pension equal to the due pension thereto in the event of his/her decease while in service, shall be paid to the beneficiaries. Should it be proven thereafter that the missing person is alive, the payment of that pension is ceased, and his/her situation shall be settled in light of

the outcomes of the judicial investigations. Should the situation thereof be proven unsound, the GPSSA is entitled to recover the amounts already paid. However, should the situation thereof be proven sound, a clearance shall be made between the entitlements thereof and the sums paid to the beneficiaries. Should the entitlements exceed the sums paid to the beneficiaries, the difference is paid to him/her.

Article 16

Work-related decease, injury and/or total disability entitlement

Should the service of the insured be terminated due to a decease or total disability due to a work-related injury, the pension shall be settled assuming that the insured's contribution period has reached 35 (thirty-five) years or on the basis of his/her actual service period, whichever is longer.

Article 17

Compensation for partial disability resulting from a work - related injury

1. An insured individual suffering from a partial disability resulting from a work-related injury shall be entitled to receiving a compensation estimated in proportion to the disability sustained, multiplied by the amount of Dh75,000 (seventy-five thousand dirhams).
2. The insured shall be deprived from receiving the compensation referred to in item No (1) of this Article in the following cases:
 - A. If he/she intentionally injured him/herself.
 - B. Should the injury occur by reason of an obscene and intentional misbehavior by the injured. Any act carried out by the insured under the influence of alcohol, drugs, or psychotropic substances, or intentionally breaches the safety instructions displayed at the work place shall be deemed to be the same. In all cases, it is not permissible to adhere to such act or violation except after this has been proven through the investigation conducted in this regard by the competent authorities.
3. The provisions of Article (16) and items No (1) and (2) of this Article shall not prejudice the right of the insured or the inheritors thereof to claim the entire right to the compensation

against third parties.

4. If the injury occurred through error or negligence on the part of the employer, the injured person or his/her heirs, as the case may be, have the right to demand full compensation from the employer. What is disbursed to him/her will be deducted from the General Pension and Social Security in accordance with the provisions of this legal decree.

Article 18

Pension Account Salary

For the purpose of applying the provisions of this legal decree, the pension account salary is calculated as follows:

1. For the Government Sector:

- A. The average contribution account salary for the last 6 (six) years of the contribution period, or the entire contribution period if it is less than that.
- B. For the Prime Minister, the Deputy Prime Ministers, Ministers, and individuals of similar status, the average salary of the contribution account for the last 6 (six) years of the contribution period, or the entire contribution period, if it is less than that.

2. With regards to the private sector, regional and international missions, and foreign political missions operating in the UAE:

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

Article 19

Calculating the pension salary

1. The pension is calculated on the basis of (2.67%) of the pension account salary each year for the contribution period totaling to 30 (thirty) years. Such percentage shall increase by (4%) for the next years of the contribution period and up to a maximum of (100%) of the salary.
2. The insured's pension entitlement will commence on the day following the termination of the service thereof, and shall cease upon the death.
3. In the account of the contribution period, part of the month is deemed a full month.
4. The insured's minimum pension amount is Dh10,000 (ten thousand dirhams) monthly, provided that the government bears the financial difference.

5. Should the contribution period exceed 35 (thirty-five) years, the insured is granted benefit for the additional period in the value of a 3 (three) months' salary for every year of the pension account salary.
6. The Council of Ministers may, based on the Minister's recommendation and as permitted by GPSSA's financial position, amend the minimum pension, according to inflation rate variables in the UAE, and any other effect.

Article 20

Pension provision for the Prime Minister, Deputy Prime Minister and Ministers

1. The Prime Minister, the Deputy Prime Minister and the Ministers are entitled to a pension at (50%) of the pension account salary if one year or less is spent in a ministerial position. Such percentage increases by (10%) of the related salary for each year of the following three years, and at (20%) for each year in excess, with up to a maximum of (100%) of the pension account.
2. The government treasury bears the difference in contribution between the actual service period and the service period by which pension was calculated.
3. Without prejudice to the provisions contained in this Article, the provisions of this legal decree apply to the Prime Minister, the Deputy Prime Minister, the Ministers and similar individuals.

Article 21

Pension share entitlement conditions for beneficiaries

1. Pension entitlement is transferred to beneficiaries following the insured or pensioner's decease, as referred to in item No. (2) of this Article, provided that they meet the conditions specified in Article (22) at the date of decease.
2. Pension is distributed as follows:
 - A. The widow, widows or a benefiting husband: (40%) of the pension.
 - B. Children (males and females): (40%) of the pension.
 - C. The father, mother or both: (20%) of the pension.
3. The beneficiary receives a share in pension according to item (2) of this Article from the month following the date of decease.

4. If there is more than one beneficiary in the pension share, pension is distributed amongst them in equal parts.

Article 22

Entitlement, cessation, and discontinuation controls when paying the pension salary to beneficiaries

1. A widow's pension is discontinued upon re-marrying or joining a job covered by the provisions of this legal decree.
2. The husband will be entitled to a share in his deceased wife's pension if he is incapable of earning. Such disability must be proven by virtue of a decision from the competent medical committee, and verified every two years, unless the committee decides the unlikelihood of his medical condition. His share shall also be discontinued if he joins a job covered by the provisions of this legal decree or if he is entitled to a pension from the GPSSA.
3. In order for a daughter to be entitled to a share in the pension, it is required that she is unmarried (single), divorced, widowed or incapable of earning a salary. However, this share is discontinued if she gets married, joins a job covered by the provisions of this legal decree, or recovers from her disability. It is important to note that the status of her inability to earn or its disappearance (ability to earn) must be proven in accordance to the provisions of clause (2) of this article.
4. In order for the son to be entitled to a share in the pension, he must not have reached the age of 21 (twenty-one) on the date of decease. His share in the pension will be cut off when he reaches this age, with exception to the below:
 - A. The incapability of earning a living until his incapacity disappears, provided that the nature of the injury or its disappearance is proven in accordance with the provisions of Clause (2) of this Article.
 - B. A 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 specialization requires extending this age for a maximum of two years, after the approval of the Council, provided that the pension share continues to be paid to the student who reaches the age during the academic year until its end.
 - C. The son joining a job covered by the provisions of this decree law, whereby his share in the pension will be cut off even if he has not reached the age of (21) twenty-first.
5. The father is entitled to a share of the pension of his deceased son if he does not receive a salary from an employer covered by the provisions of this legal decree or a pension from

the General Pension and Social Security Authority.

6. A mother is entitled to a share of the pension of her deceased son if she is widowed, divorced, and does not receive a salary from an employer or a pension from the General Pension and Social Security Authority.
7. In all cases, beneficiaries are paid a pension within the limits of the difference between the pension and salary, if such salary is less than the pension.

Article 23

Minimum pension for a beneficiary

1. The minimum share of the insured's beneficiaries or the pensioner is as follows:
 - A. Dh800 (eight hundred dirhams) for the widow or the benefiting husband.
 - B. Dh600 (six hundred dirhams) for each parent.
 - C. Dh400 (four hundred dirhams) for each of the remaining beneficiaries.In all cases, the total share for the beneficiaries must not exceed the pension amount.
2. A beneficiary must not combine two pensions from the General Pension and Social Security Authority. Should he/she be entitled to two pension amounts, he/she receives the one largest in amount, with exception to a pensioner's widow, who is entitled to combine her pension from the Authority with that of her husband's pension share.
3. Subject to the provisions of Article (22) of this legal decree, the beneficiary's share is transferred to the GPSSA in case is it discontinued or ceased in accordance with the provisions hereof.

Article 24

Combining more than one pension

1. A pensioner may combine between his/her pension under the provisions of this legal decree and the due pension under any other legislation, apart from GPSSA's pension.
2. A pensioner may not combine two pensions from the General Pension and Social Security Authority. Should he/she be entitled to two pensions, he/she receives the largest pension amount out of the two.

Article 25

Combining pension and salary

1. The payment of pension is ceased if the pensioner undertakes work covered by the provisions of this legal decree for payment, whether it is a monthly salary, a lump sum, or a bonus, if such salary is equal to or greater than the value of the pension.
2. If the salary is less than the pension, the difference between the pension and the work salary is paid to individual.
3. The pension is repaid upon the end of service, subject to the provisions of Article (24) hereof.
4. As an exception to items (1) and (2) of this Article, the pensioner whose contribution period reaches 30 (thirty) years, may combine between the pension and the work payment whatever their value.
5. The Council of Ministers may, based on the Minister's recommendation, reconsider combining between pension and salary, by addition or cancellation, for the pensioner or the beneficiaries.

Article 26

End of service gratuity

1. An insured who is not entitled to a pension upon termination of service and in accordance to the provisions, receives an end-of-service gratuity.
2. The end-of-service gratuity is calculated at the salary of 1.5 (one and a half) months for every year during the first five years of the contribution account salary, provided that the contribution is not less than one year. Such gratuity amount will increase to become equivalent to the salary of 2 (two) months for every year of the following five years, and to the salary of 3 (three) months for every additional year.
3. The end-of-service gratuity is calculated on the basis of the pension account salary.
4. A part of the month is considered a full month in the insured's contribution account period.
5. If the insured is entitled to an end-of-service gratuity and passes away before receiving the amount, the gratuity is paid to the beneficiaries in accordance to the provisions set forth in this legal decree. If there are no beneficiaries, gratuity is distributed as per the Islamic Shariah's inheritance provision.

Article 27

Loss or end the right for a pension or end-of-service gratuity

1. Without prejudice to the provisions of both Articles (28) and (29), the insured or the pensioner may not be deprived of the pension or gratuity unless by virtue of a disciplinary decision issued by the competent authority and without exceeding one quarter of the pension or gratuity, except the alimony debt since such debt is paid by the authorities by which the pension is transferred. In this regard, it is required that such decision be issued against the insured or the pensioner for the actions carried out prior to the termination of the service.
2. No pension or end-of-service gratuity deductions are allowed to be made under the provisions of any other legislation with exception to that of the General Pension and Social Security Authority.
3. Employers must deduct any debts due to the Authority by the insured prior to repayments; any text contrary to this provision is deemed void.
4. The Board shall establish rules for withholding or deducting from pension or end-of-service gratuity for the benefit of GPSSA's debt. In all cases, the debt shall be fulfilled from the end-of-service gratuity without limitation.

Article 28

Decease of a convicted insured or pensioner

If an insured individual or a pensioner who is subject to a disciplinary decision, resulting in not receiving the full pension amount, pass away, the right in receiving the actual pension will be transferred to his/her beneficiaries in accordance to the provisions of this legal decree.

Article 29

Withdrawal of the UAE nationality from the insured or the pensioner

The insured or pensioner whose UAE nationality is withdrawn shall be deprived of the pension or end-of-service gratuity. Upon his/her decease, their beneficiaries become entitled to receiving

a complete share, given that they hold the UAE nationality. However, if the Emirati nationality is withdrawn from the beneficiaries, or if they are not holders in the first place, they are only entitled to receive half their shares.

Article 30

Exceptional pension and end-of-service gratuity

1. Exceptional pension, increase in pension or exceptional gratuity may, under a federal decree or a decision by the Council of Ministers, be granted to the insured whose service is terminated for any reason whatsoever, for pensioners or for beneficiaries thereof, or to Emiratis who have presented great service to the UAE, or to families of the deceased due to an accident deemed as a general catastrophe.
2. The GPSSA is prohibited from making any deduction on the pension or end-of-service gratuity according to any other law, with exception for GPSSA's debts.
3. The Government bears the value of the pension and gratuity, provided that they are determined based on actuarial principles regarding which a decision is issued by the Minister.

Article 31

Exchange of insurance benefit

The Council of Ministers may, upon the recommendation of the Board, set a system for exchanging insurance benefits between the Authority and the pension funds operating in the UAE.

Article 32

Judicial investigation officers

Officials at the General Pension and Social Security Authority as determined by virtue of a decision issued by the Minister of Justice in agreement with the Minister, shall have the capacity of judicial investigation officers with regards to the crimes occurring within their jurisdictions and related to the tasks of their occupations.

Article 33

Sanctions

Without prejudice to any sanction set forth in any other law, the agreements referred to in the following items shall be imposed with regards to the crimes referred to therein:

1. Whoever intentionally submits untrue data or refrains from giving the data set forth in this legal decree, or in the decisions or regulations issued in implementation thereof for obtaining money from the General Pension and Social Security Authority without any right, shall be sentenced to imprisonment and to a fine/penalty not exceeding Dh50,000 (fifty thousand dirhams) or any of the two. Whoever intentionally gives false data in order not to pay the full entitlements will be subject to the same sentence. In all cases, the court shall rule to return the sums paid without any right to recover the sums due to the General Pension and Social Security Authority.
2. Each employer in the private sector subject to the provisions of this legal decree shall be sentenced to a maximum fine of Dh50,000 (fifty thousand dirhams) for every employee not registered with the General Pension and Social Security Authority. Any employer imposing a share in contributions or any sums not mentioned in the provisions of this legal decree shall be subject to the same sentence. The court shall by itself rule to oblige violating employers to pay their employees the value of contributions born thereby. The fine shall multiply according to the number of employees against whom the violation occurred.
3. All fines and sums ordered by the court for the breach of the provisions of this legal decree are to be transferred to the General Pension and Social Security Authority.

Article 34

GPSSA's entitlements

1. The General Pension and Social Security Authority is entitled to deduct the sums paid without any right to the shares belonging to other beneficiaries from the date of the value entitled to each, without prejudice to the pension rights of the other remaining beneficiaries who are entitlement to receiving their share of rights.
2. The sums due to the General Pension and Social Security Authority by virtue of the provisions of this legal decree shall have the privilege on the entire debtor's money, and priority over all debts. The GPSSA is entitled to collect them in accordance with the applicable regulations established in this regard.
3. The winding up, liquidation, shutdown, bankruptcy, merger or transfer of the employer either

by inheritance, will, grant, sale, assignment or other disposals shall not hinder the payment of all of GPSSA's entitlements. The successor is jointly responsible with the former employers for the implementation of all obligations due thereby to the GPSSA.

4. Should the employer be transferred by inheritance or will, the joint responsibility of the inheritors or legatees are within the limits of the estate transferred thereto.

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 established under the provisions of this legal decree except after requesting the same from the General Pension and Social Security Authority within 5 (five) years from the date of their entitlement.
2. A claim for any of the rights established pursuant to this legal decree shall be considered a claim for other rights, and the period referred to in Clause No. (1) of this Article shall cease to apply for all those entitled to it if one of them submits this request, and it shall be suspended for those who are incapacitated and lacking capacity if there is no one legally representing them.
3. The lawsuit referred to in item No. (1) of this Article may not be accepted prior to filing a grievance against the decision issued by the General Pension and Social Security Authority before the committee formed in accordance to the provisions of item No. (4) of this Article, no later than 30 (thirty) days from the date of issuing such decision.
4. A committee shall, by a decision issued by the Chairman of the Board, be formed to consider the grievances and the rules for determination therein, after obtaining the Board approval.
5. A decision shall be issued on the request or grievance set forth in this Article within 30 (thirty days) from the date of its submission. The expiry of such deadline without issuing a decision on the request or grievance shall be deemed a decision of refusal.
6. No lawsuit may be filed to amend the rights set forth after the expiration of one year from the date a notification was sent regarding the final pension entitlement, or from the date disbursements to the remaining rights, with exception to cases of re-settlement of rights with an increase as a result of a settlement made based on a law or a final judicial ruling, as well as material errors in the account upon settlement.

Article 36

An employer's right

The employer's right to recover the amounts paid in excess shall lapse after two years have passed from the date of payment without requesting them from the General Pension and Social Security Authority.

Article 37

Exemption from judicial fees

Lawsuits filed by the GPSSA, the insured person, the pensioner, or beneficiaries in connection with the application of the provisions of this legal decree, shall be exempt from judicial fees at all levels of litigation and examined on an urgent basis. In all cases, the court may rule with expedited enforcement and without bail. In the event the lawsuit is rejected, the applicant/payer is charged all or some of the expenses.

Article 38

General provisions

1. The calculation of the periods set forth in the present law shall be in conformity with the Gregorian calendar.
2. The insured to whom the federal decree is issued is to be treated similar to Ministers, and every person equal in position to Ministers, is subject to the provisions of Article (20).
3. The board may determine special rules for collecting contributions and any amounts owed to the General Pension and Social Security Authority, including all or some of them in installments.
4. The additional amounts set forth are included in GPSSA's revenues.
5. The provisions of Law No (7). of 1999, as referred to previously, do not apply to individuals covered by the provisions of this legal decree.
6. As an exception to the provisions of Article (2) the provisions of Articles No. (6), (27) and (35), shall apply to individuals addressed by the provisions of Federal Law No (7). of 1999.
7. The insured who receives an unpaid leave may request his/her contribution for the leave period in return to paying contributions as per the provisions of this legal decree, and in

conformity with the rules and conditions determined by the board, given the following exceptions:

- A. If the insured is a student enrolled in an educational institution recognized by the UAE legislation system and has obtained his/her postgraduate degree; such period must not exceed three (3) years for a master's degree and the same for a doctoral degree.
- B. If a female insured individual has taken a leave for the purpose of caring for and looking after her children for a maximum of three (3) consecutive or intermittent years.

Article 39

The contribution amounts payable to the General Pension and Social Security Authority are due as of the date the insured is appointed by the employer/entity. Contributions must be paid in full to the Authority as of January 1, 2024, and the employer shall not bear any additional amount as a result of delaying contribution payments from the effective date of this legal decree until December 31, 2023. The board may set regulations for paying such contributions in installments, provided that the installment period does not exceed 10 (ten) months.

Article 40

1. The General Pension and Social Security Authority shall set implementation rules and conditions for employers, entrepreneurs and self-employed as per this legal decree. The Minister shall issue a decision subsequent to the approval of the board in this regard.
2. The Authority shall set the executive rules in order to implement the provisions of the Insurance Extension Protection System to GCC nationals residing outside their home countries in any the other GCC countries. A decision in this regard shall be issued by the Council of Ministers upon recommendation by the Minister and after approval by the Board.

Article 41

The Council of Ministers may, upon the recommendation of the board, issue decisions related to the amendment of the conditions for benefit, entitlement, and pensions arranged in accordance to the provisions of this legal decree in a way that achieves the interest of the insured, pensioners and their beneficiaries, including adding any other categories (i.e. beneficiaries of the pensioner). The decision shall specify beneficial terms and conditions in this regard.

Article 42

Implementing Decisions

The Minister shall issue the necessary regulations and decisions to implement the provisions of this legal decree. The Minister may amend the table of occupational diseases and the table for assessing degrees of disability in the event of organ loss, which is attached to the provisions hereof, in accordance with the legislation in force in the UAE.

Article 43

Revoking

Every provision that contravenes or conflicts with the provisions of this legal decree shall be revoked.

Article 44

Publication and entry into force of the legal decree

The present law shall be published in the Official Gazette and come into force as of the date of the publication thereof.

Mohamed bin Zayed Al Nahyan

President of the United Arab Emirates

- Promulgated by the Presidential Court
- On: 17 / Rabi` al-Awwal / 1445 AH
- Corresponding to: 2 / October / 2023

Annex No (1): Occupational Diseases

Attached to Federal Decree Law No (57). of 2023

Regarding Pension and Social Security

#	Disease	The work causing the disease
1	Poisoning by lead and its compounds	Any work requiring the use of lead or carrying out work related to lead or the compounds containing lead.
2	Poisoning by mercury and its compounds	Any work requiring the use of mercury or carrying out work related to mercury or the compounds that contain mercury, as well as any work requiring exposure to dust, gases or compounds of mercury or the substances containing mercury.
3	Poisoning by arsenic and its compounds	Any work requiring the use of arsenic or carrying out a work related to arsenic or the compounds that contain arsenic, as well as work requiring exposure to dust, gases or compounds of mercury or the substances containing arsenic.
4	Poisoning by Antimony and its compounds	Any work requiring the use of Antimony or carrying out work related to arsenic or the compounds that contain Antimony, as well as any work requiring exposure to dust, gases or compounds of Antimony or the substances containing Antimony.
5	Poisoning by phosphorus and its compounds	Any work requiring the use of phosphorus or carrying out work related to arsenic or the compounds that contain phosphorus, as well as any work requiring exposure to dust, gases or compounds of phosphorus, or the substances containing phosphorus.
6	Poisoning by petroleum and its by-products, gases, or its various compounds and derivatives	Any work requiring the use of petroleum or carrying out work related to petroleum or the compounds that contain phosphorus, as well as any work requiring exposure to such substances in a solid, liquid or gaseous state, or exposure to their dust or gases.
7	Poisoning by petroleum and its by-products, gases, or its various compounds and derivatives	Any work requiring the use of petroleum or carrying out work related to petroleum or the compounds that contain phosphorus, as well as any work requiring exposure to such substances in a solid, liquid or gaseous state, or exposure to their dust or gases.
8	Poisoning by sulfur metal and its compounds	Any work requiring the use of sulfur metal or carrying out work related to sulfur metal or the compounds that contain sulfur metal, as well as any work requiring exposure to dust, gases or compounds of sulfur metal or the substances containing sulfur metal.
9	Poisoning by anesthesia or carbon tetrachloride	Any work requiring the use of anesthesia or carbon tetrachloride, or doing work related to anesthesia or carbon tetrachloride, as well as any work that requires exposure to the gases it contains.

#	Disease	The work causing the disease
10	Diseases caused by radium or X-ray-reflecting materials	Any work requiring the exposure to radium or any other radioactive substance or X-rays.
11	Incurable skin diseases and burning of the skin and eyes	Any work requiring the use or transportation of tar, coal tar machines, mineral oil, kerosene, cement, flour, or the alike, including dust, compounds, products, or residues of such materials.
12	The eye is affected by heat and light and their resulting effects	Any work requiring the repeated or continuous exposure to reflected light, heat, or rays emanating from molten glass, hot metals, or molten metals, or exposure to strong light and high heat, which may cause damage to the eyes or sight.
13	Diseases resulting from exposure to: 1. Silicon dust 2. Asbestos dust 3. Cotton dust 4. Any other dust may cause lung injury	Any work requiring the exposure to newly emitted silicon dust or any materials containing modern silicon at a rate not exceeding five percent (5%), such as working in mines, quarrying stones, carving or crushing rocks, in rock cement factories, polishing metals using sand, or any other work requiring exposure similar thereto, as well as any work requiring the exposure to asbestos dust or cotton dust to the extent that causes such a disease.
14	Anthrax	All work requiring contact with animals infected with this disease or their skin, as well as animals infected with flatulence diseases, their horns and hair.
15	Ascites	All work requiring contact with animals infected with this disease.
16	Pulmonary tuberculosis	Working in hospitals to provide treatment for patients with such disease.
17	Enteric fever diseases	Working in hospitals dedicated to treating such fever.

**Annex No (2): Assessment of Disability Degree in Cases of Organ Loss
Attached to Federal Decree Law No (57). of 2023
Regarding Pension and Social Security**

#	Disease	%
1	Amputation of all fingers of the right hand including the thumb	60
2	Amputation of the left arm from above or under the elbow	50
3	Amputation of fingers of the right hand including the thumb	50
4	Amputation of a leg under the knee	50
5	Complete or permanent loss of hearing	50
6	Amputation of tongue or persistent muteness	45
7	Loss of both feet, from the heel or down	45
8	Amputation of sexual organ	45
9	Loss of on eye	45
10	Amputation of right hand from the wrist	38
11	Amputation of a thumb or four fingers of the right hand	35
12	Amputation of left hand from the wrist	34
13	Amputation of a thumb or four fingers of the left hand	25
14	Loss of a foot, from the heel or down	20
15	Amputation of toes of a foot, including the big toe	20
16	Amputation of three fingers of the right hand, excluding the thumb	15
17	Amputation of the right hand index finger	15
18	Amputation of the last phalanx of the right thumb	15
19	Amputation of the left hand index finger	10

#	Disease	%
20	Amputation of three fingers of a foot, excluding the big toe	10
21	Amputation of the big toe	10
22	Amputation of the last phalanx of the left thumb	6
23	Amputation of the middle finger of the right hand	6
24	Amputation of the middle finger of the left hand	6
25	Amputation of the ring finger of the right hand	6
26	Amputation of the ring finger of the left hand	6
27	Amputation of the pinky finger of the right hand	6
28	Amputation of a finger of the left hand	6
29	Amputation of the last phalanx of any finger, excluding the thumb	5
30	Amputation of the second phalanx of the right hand index finger	5
31	Amputation of foot fingers, excluding the big toe	5
32	Loss of molar tooth	3
33	Loss of tusk tooth	2

