

**Ministerial Resolution No. (1) of 2013**  
**Concerning the Executive Regulation of Federal Law no. (7) of 1999**  
**Concerning Pensions and Social Security**

**The Minister of Finance,**

- After reviewing the Constitution; and
- Federal Law No. (1) of 1972, Concerning the Competences of Ministries and Capacities of Ministers, and its amendments thereof; and
- Federal Law No. (7) of 1999, Concerning Pensions and Social Security, and its amendments thereof; and
- Based upon the consent of the Board of Directors reporting to the General Pensions and Social Security Authority (GPSSA) during its session No. (3) of 2013,

**Resolved:**

**Chapter One**

**Definitions**

**Article (1)**

In implementation of the provisions of this resolution, the following words and phrases shall have the meanings assigned thereto respectively, unless the context requires otherwise:

<b>State</b>	: The United Arab Emirates.
<b>Government</b>	: The United Arab Emirates Government.
<b>GPSSA</b>	: The General Pensions and Social Security Authority.
<b>Minister</b>	: The Minister of Finance.
<b>Board of Directors</b>	: The GPSSA Board of Directors.
<b>Chairman</b>	: The Chairman of the GPSSA Board of Directors.
<b>Director General</b>	: The Director General of the GPSSA.
<b>Law</b>	: Federal Law No. (7) of 1999 Concerning Pensions and Social Security.

- Citizen** : Whoever holds the State's nationality pursuant to the applicable law governing nationality and passports.
- Employer** : **a. In the Public Sector:** All governmental federal bodies, public authorities, institutions, and companies as well as the banks in which the federal government owns a stake, in addition to the local governmental entities which the concerned emirate's government requires to be governed by this Law.  
**b. In the Private Sector:** Any natural or legal person uses national labor in return for a wage of whatever kind.
- Insured** : Any national person to whom the provisions of the Law are applicable.
- Contribution Period** : The service period for which the Insured is entitled to a pension or gratuity as the case may be pursuant to the Law.
- Period of Service** : Each period spent by the Insured at work and in which the Insured was subject to the pensions scheme, as well as the periods which he may add in accordance with the provisions of the Law.
- Pensioner** : Any person whose service has ended and is entitled to a pension under the provisions of the Law.
- Retirement Age** : When the Insured reaches sixty years of age.
- Pension** : The amount which shall, regularly and monthly, be paid by GPSSA to the Pensioner or its survivors in accordance with the provisions of the Law.
- Survivor** : Every person entitled to a share in the Pension after the death of the Insured or the Pensioner.
- Work Injury** : The injury sustained from an accident occurring during or because of work or infection with an occupational diseases. The decease resulting from stress or fatigue of work shall be deemed a work injury once the conditions and rules issued under a decision from the Minister and in agreement with the Minister of Health are

fulfilled. Any accident occurring to the Insured while going to or returning from work shall be deemed a work injury.

- Occupational Disease** : A disease that abounds among workers in a certain occupation or group of occupations by virtue of table no. (1) attached to Federal Law No. (8) of 1980 Regulating Labor Relations, as amended. The percentage of disability resulting from an occupational disease shall be estimated by the Competent Medical Committee. The disease shall be deemed occupational if it occurs to the Insured while practicing his occupation or within one year from the date of leaving his employment.
- Total Disability** : Each disability which totally or permanently precludes the Insured from practicing any occupation or earning a living, and this shall be established by a decision from the Competent Medical Committee after stability of the condition. The foregoing shall include the cases of total loss of sight, loss of arms, legs or an arm and a leg as well as the cases of mental, chronic, or incurable diseases to be specified by a resolution of the Minister of Health.
- Natural Death** : The death that does not constitute a work injury.
- Competent Medical Committee** : The Medical Committee established under a resolution from the Minister of Health.
- Service Credit** : The period, not actually served, which the Insured may purchase for the purposes of pension increase.

## **Chapter Two**

### **Applicability**

#### **Article (2)**

The provisions of this Resolution shall be applicable to the civil national employees working for an employer in the public sector as well as those working for an employer in the private sector.

## **Chapter Three**

### **Rules Governing Registration with GPSSA**

#### **First: Registration of the Employer**

##### **Article (3)**

1. GPSSA shall conduct the legal classification for the Employer in light of the relevant legislation to determine the type of sector applicable thereto and shall inform the Employer thereof.
2. The Employers in both public and private sectors shall have a special record, and the registration in such record shall be deemed the basis for payment of contributions and settlement of dues.

#### **Second: Registration of the Insured**

##### **Article (4)**

Each Insured shall be given an insurance number from GPSSA, and such number shall be unchangeable even with the change of the Employer. To such number both the Employer and the Insured shall refer in each message or application relevant to the Insured with GPSSA.

##### **Article (5)**

1. The Employer shall, within a month from its registration with GPSSA, create a special file named (Pension and Social Security Authority File) and the following documents shall be deposited therein:
  - a. A copy of the Employer Registration Form.
  - b. A copy of the Secured Deduction Statement prepared by GPSSA and in which the number of the insured and the details of their salaries are shown.
  - c. A copy of the statements substantiating the variance between the value of statements for the current month and that of the preceding month.
2. The Employer shall submit to GPSSA a copy of each documents referred to in the two Paragraphs (B and C) of Clause No. (1) of this Article in accordance with the conditions determined by the Board of Directors for this purpose.

## **Article (6)**

The Employer shall, within a month as from registration of the Insured, create a special file named (File of the Insured) in which the following documents determined through a decision by the Board of Directors shall be deposited:

1. The appointment decision.
2. The service commencement form.
3. A copy of the birth certificate or whatever is used in its place.
4. A copy of the family book.
5. A copy of the passport.
6. A copy of the ID card.
7. The salary grading statement within the years of service.
8. The correspondence proving secondment, transfer or various leave of the employee and the periods of training and scholarships.
9. A copy of the service expiry decision.
10. Documents substantiating the transfer of the Insured.
11. Statement on periods of absence from work without pay.

## **Chapter Four**

### **Section One**

### **Contributions**

#### **First: Contribution Calculation Salaries**

## **Article (7)**

The contributions mentioned under Article No. (2) of the Law as regards the Insured in the public sector shall be calculated as follows:

1. The basic monthly salary, all allowances along with monthly and annual bonuses as for the prime minister, its deputy, ministers, and those of the same office. The value of annual allowances shall be calculated monthly through dividing by twelve.

2.
  - a. The Minister contribution account salary for the President of the Federal National Council (FNC).
  - b. The membership reward for the Federal National Council member.
3. The basic monthly salary plus cost-of-living allowance, children social allowance, citizen social allowance and housing allowance in respect of the Insured from other than the categories referred to under Clauses Nos. (1) and (2) of this Article.
4. For the purposes of implementing Clause No. (3) of this Article, the maximum of a contribution account salary shall be the Minister contribution account salary.

### **Article (8)**

The elements of salary from which the Insured's salary in the public sector is formed shall be subject to contribution deduction in accordance with the provisions of Article No. (7) of this Resolution before subtracting any deductions applicable to the salary.

### **Article (9)**

1. The contributions of the Insured in the private sector shall be calculated on the basis of the wage specified under the employment contract and which includes the basic monthly salary plus in addition to bonuses and allowances disbursed permanently.
2. The minimum of contribution account salary shall be AED 1,000 per month while the maximum thereof shall be AED 50,000. If the salary decreased to AED 1,000 or increased to AED 50,000, only the said minimum and maximum shall be applicable for the purposes of contribution payment.

The Minister may, after the Board of Directors' approval, modify the said minimum and maximum as allowed by the financial position of GPSSA.
3. For the purposes of implementing Clauses Nos. (1 and 2) of this Article, the contributions paid by the Employer in the private sector and those deducted from the Insured's salary shall be calculated as follows:
  - a. The salary received by the Insured for January of each year shall be the basis for calculating the contributions payable to GPSSA during the calendar year (Annuity of Contribution).

- b. If the Insured joined the service after January, its salary within the joining month shall be the basis for calculating contributions, until the first of January of the following year and then the contributions shall be calculated and paid in accordance with the provisions of Paragraph (A) of this Clause.
- c. For the purposes of implementing the two Paragraphs (A and B) of this Clause, the following shall be taken into consideration:
  - 1. The maximum and minimum referred to under Clause (2) of this Article.
  - 2. If there is an increase or decrease in the Insured's salary after January or after the month of joining the work as the case may be, such increase or decrease may not be considered for the purposes of calculating the contribution.
  - 3. If the Insured's salary increased retroactively, the value of contributions payable shall be reconsidered commensurately with the proportion of such increase.
  - 4. The contributions shall be calculated in full for the month in which the service commences and not for the part of the month in which the service expires.

## **Second: Rules Governing the Calculation of Contribution**

### **Article (10)**

- 1. In the event where the Insured was transferred in accordance with the applicable rules of transfer from one employer to another included under the provisions of the Law, the contributions shall be paid by the transferee employer, provided that the transferring employer shall notify GPSSA of such transfer.
- 2. For the purposes of implementing Paragraph No. (1) of this Article, the period of service pertaining to the transferred Insured shall be constant and connected with the previous service without settling its dues therefor by GPSSA.
- 3. In the case of seconding the Insured, the contributions shall be as follows:
  - a. The Insured shall comply with its share and that of the employer in contributions in the case of external secondment or special leave and shall pay such shares to GPSSA at once within a year as from the date on which the secondment or leave expires. The Insured may pay such shares in installments over a period equal to the duration of the leave or secondment with the consent of the Director General.

- b. The entity to which the secondment is made shall, if it bears the wage, observe the Employer's share in contributions in the case of internal secondment, while the Insured shall observe and pay its share to GPSSA in the periodic appointments and based on the Insured's salary at the seconding entity.
4. The payment of contributions shall, in the case where the Insured takes a leave, be as follows:
- a. The Employer in the public sector shall bear its share and that of the Insured in contributions if the special leave was for one spouse to accompany another, and whether such leave was for accompanying a diplomatist or for a delegate in a study leave.
  - b. The Insured shall bear its share along with that of the Employer in contributions in the case of special leave to accompany the Insured in the private sector, and such shares may be paid by the Insured either at once or in installments over a period equal to the duration of the leave after the consent of the Director General.
  - c. The Insured shall observe its share and that of the Employer in contributions if the special leave was without pay and such shares may be paid by the Insured at once or in installments over a period equal to the duration of the leave after the consent of the Director General.

## **Section Two**

### **Procedures for Collecting the Contributions**

#### **Article (11)**

The contributions shall be payable at the beginning of the month following the due month and may be extended until the fifteenth day of this month.

#### **Article (12)**

The Employer shall, in the case of delay in paying the contributions to GPSSA exceeding the date specified under Article No. (11) hereof, pay an additional amount of (0.1%) point one percent of contributions for each day of delay, without the need for a notice or warning from GPSSA and provided that such amount shall be calculated at the beginning of the month following that for which the contributions are due or as from the date on which the approval of time extension is granted as mentioned under Article No. (11) hereof and until the date of full payment.



## **Article (13)**

The Employer in the private sector which did not deduct contributions from all or some of its employees or did not give contributions on the basis of real wages shall pay an additional amount of 10% of the value of due contributions without the need for prior warning or notice.

## **Chapter Five**

### **Adding Previous Service Periods and Purchase of Service Credits**

#### **Section One**

#### **Adding Previous Service Periods**

### **Article (14)**

The periods of previous service may be added at the request of the Insured in accordance with the following conditions:

1. The addition request shall be submitted as per the form designated by GPSSA for this purpose.
2. The said request shall be submitted before expiry of the service.
3. The certificates proving the periods required to be combined shall be enclosed with the said request, on condition that such certificates shall be extracted from records or files of the employers at which these periods were spent.
4. The periods required to be combined shall be spent at one of the entities defined under Article No. (4) of the Law.
5. The costs of addition shall be paid at once by its share and the Employer's share calculated on the basis of contribution account's salary on the date of submitting the addition request, taking into account the following:
  - a. The payment may be made in monthly installments in accordance with the principles established by the Board of Directors for this purpose, provided that the amount of monthly installment is not less than a quarter of the salary and that the period of installment does not exceed the Insured's age of sixty years or expiry of its service whichever is earlier.
  - b. If the service of the Insured, who requests the addition, expired with the decease and the total value paid thereby was (50%) of the total addition cost, the obligation to pay the

remaining installments shall be dropped, but if the total value paid by the Insured from the total addition cost was less than (50%), the remaining amounts shall be deducted to reach this percentage from the pensions of its survivors.

### **Article (15)**

The Insured may not combine the following previous service periods:

1. The previous service period for which the Insured was fully deprived of the pension or reward.
2. Periods of temporary service.
3. Periods of day service.
4. Periods of training prior to the appointment.

### **Section Two**

#### **Adding Service Credits**

### **Article (16)**

1. In order to accept the Insured's request on purchase of service credits, the following requirements shall be fulfilled:
  - a. Such request shall be submitted as per the form designated by GPSSA for this purpose.
  - b. Such request shall be submitted before expiry of the service.
  - c. Upon submitting such request, at least 20 years shall have been spent by the Insured in the actual service calculated in the contribution period.
  - d. The service credit required to be purchased may not exceed 5 years as for the Insured, and 10 years for the Insured woman.
  - e. The Insured shall pay its share and the Employer's share for the period required to be purchased, calculated on the basis of contribution account salary on the date of purchase order.
2. The total purchase costs shall be paid at once or in installments in accordance with the principles established by the Board of Directors for this purpose, provided that the amount of monthly installment is not less than a quarter of the salary and that the period of installment does not exceed the Insured's age of sixty years or expiry of its service whichever is earlier. In the case of the Insured's demise before paying the remaining installments pertaining to the

purchase of service credits, they shall be continued to be collected from the pensions of its survivors.

## **Chapter Six**

### **Pensions**

#### **Section One**

#### **Cases of Pensions Entitlement**

##### **Article (17)**

1. The Insured whose service is terminated by a disciplinary decision shall be entitled to a pension in accordance with the procedures applicable at the Employer if the following conditions are met:
  - a. If the Insured shall be deemed to have committed a violation against its job duties and this necessitates termination of its service disciplinarily.
  - b. The disciplinary decision shall be final.
  - c. The insurance contribution period shall be at least 15 years.
  - d. The decision of service termination shall be issued by the competent authority concerned with the appointment at the Employer and based on the disciplinary decision.
  - e. The provisions mentioned under the service termination decision shall be observed in determining the entitlement.
2. If the Insured's service expired as per a court ruling, the Insured shall be entitled to a pension according to the following two conditions:
  - a. Its contribution period shall be at least 15 years.
  - b. The court ruling shall be final.

##### **Article (18)**

1. The Insured whose service is terminated through resignation shall be entitled to a pension in accordance with the following conditions:

- a. The Insured shall submit its resignation supported by a written request submitted thereby to the Employer and accordingly the Employer shall provide GPSSA with a certified copy thereof.
  - a. Its insurance contribution period shall be at least 20 years.
  - b. The Insured shall reach at least 55 years old.
2. By way of exception from implementing Paragraph (c) of Clause No. (1) of this Article, the Insured whose service is terminated by resignation shall be entitled to a pension if the same contributed to the insurance in accordance with provisions of the Law before 28/2/2007, reached 40 years old by this date and completed the contribution period of 20 years, provided that this age shall be increased year by year for the purpose of pension disbursement as follows:

<b>SR</b>	<b>From</b>	<b>To</b>	<b>Age</b>
<b>1</b>	28/2/2007	27/2/2008	40 years
<b>2</b>	28/2/2008	27/2/2009	41 years
<b>3</b>	28/2/2009	27/2/2010	42 years
<b>4</b>	28/2/2010	27/2/2011	43 years
<b>5</b>	28/2/2011	27/2/2012	44 years
<b>6</b>	28/2/2012	27/2/2013	45 years
<b>7</b>	28/2/2013	27/2/2014	46 years
<b>8</b>	28/2/2014	27/2/2015	47 years
<b>9</b>	28/2/2015	27/2/2016	48 years
<b>10</b>	28/2/2016	27/2/2017	49 years
<b>11</b>	28/2/2017	27/2/2018	50 years

### **Article (19)**

1. The Insured woman married, divorced, or widowed whose service ends by resignation shall be entitled to a pension in accordance with the following conditions:
  - a. Any of the cases referred to under Clause No. (1) of this Article shall be proven by the certificates duly ratified.

- b. The Insured woman shall have a son or more under the age of 18 years and shall prove so through the family book.
  - c. Her insurance contribution period shall be 20 years.
  - d. The Insured woman shall reach the age of 40 years old on 28/2/2007 then such age shall be increased year by year for the purposes of pension disbursement, as per the table mentioned under Clause No. (2) of this Article.
2. The Insured woman whose service is terminated by resignation shall be entitled to a pension in accordance with the following conditions:
- a. Her insurance contribution period shall reach 20 years.
  - b. Her age shall reach at least 50 years old.
  - c. By way of exception from implementing Paragraph (B) of this Clause, the Insured woman shall be entitled to a pension if the same contributed to the insurance in accordance with provisions of the Law before 28/2/2007 and had reached by this date the age of 40 years old upon submittal of her resignation, provided that this age shall be increased year by year for the purpose of pension disbursement as follows:

<b>SR</b>	<b>From</b>	<b>To</b>	<b>Age</b>
<b>1</b>	28/2/2007	27/2/2008	40 years
<b>2</b>	28/2/2008	27/2/2009	41 years
<b>3</b>	28/2/2009	27/2/2010	42 years
<b>4</b>	28/2/2010	27/2/2011	43 years
<b>5</b>	28/2/2011	27/2/2012	44 years
<b>6</b>	28/2/2012	27/2/2013	45 years
<b>7</b>	28/2/2013	27/2/2014	46 years
<b>8</b>	28/2/2014	27/2/2015	47 years
<b>9</b>	28/2/2015	27/2/2016	48 years
<b>10</b>	28/2/2016	27/2/2017	49 years
<b>11</b>	28/2/2017	27/2/2018	50 years

## **Article (20)**

The Insured whose service is terminated by a federal or local decree shall be entitled to a pension according to the following rules:

1. The Insured shall be included by the provisions of the Law.
2. The treasury of the concerned emirate government shall bear the actual costs resulted from pension allocation if the Insured, on the date of terminating its service, was not entitled to a pension in accordance with the Law. The chairman of the Board of Directors shall issue a decision to determine the method whereby the costs resulted from pension allocation are calculated, and such costs shall be returned by GPSSA to the treasury of the concerned emirate.
3. The provisions of this Article may not be applicable in the case where a decree on termination of service is issued approving the Insured's resignation.

## **Section Two**

### **Calculation of Pension**

## **Article (21)**

The Pension for the Insured in the public sector shall be calculated as follows:

1. The monthly pension shall be calculated according to the following equation:
  - a.  $(60\%) \times \text{Pension Account Salary} = \text{the pension payable for 15 years of contribution.}$
  - b. The Pension shall be increased by 2% thereof for each year of contribution exceeding 15 years, up to a maximum of 35 years.
  - c. The maximum of pension shall be 100% of the pension account salary, and such percentage shall be payable for a contribution period of 35 years.
  - d. The Insured whose period of service exceeds 35 years shall be entitled to a reward for the exceeding period which shall be calculated by three-month salary for each year through the pension account salary category.
2. The pension account salary: shall mean the average of contribution account salary for the last three years in service divided by (63) if the contribution period reached 3 years or more.

3. If the contribution period is less than 3 years, the pension account salary shall be calculated by the average of contribution account salary for the entire period of service divided by the number of months.

### **Article (22)**

The Pension of the Insured in the private sector shall be calculated as follows:

1. The pension account salary: shall mean the average of contribution account salary for the last five years of service divided by (60) if the contribution period reaches 5 years or more.
2. If the contribution period is less than 5 years, the pension account salary shall be calculated by the average of contribution account salary for the entire period of service divided by the number of months.
3. The last contribution account salary may neither exceed nor decrease 20% of the contribution account salary average in the last four years of the insured's service or the actual period of contribution if less than so.

### **Article (23)**

1. By way of exception from Article No. (22) hereof, three credit years or whatever completes the age of sixty years old whichever is less for the contribution period calculated in the Pension and which may not be less than 15 years in all cases shall be added to the pension payable to the Insured whose service is terminated with natural decease or total disability.
2. The provisions of Paragraph No. (1) of this Article may not be applicable to the following cases:
  - a. If the Insured reached or exceeded 60 years old upon expiry of its service.
  - b. If the contribution period reached 35 years and more.
  - c. If the reason for service termination was the lack of health fitness.
  - d. If the reason for service termination was the decease or total disability resulted from a professional injury.
3. The pension payable to the Insured in the public or private sector and whose service is terminated with decease or total disability as a result of a professional injury shall be calculated on the basis of a service credit period of (35) thirty-five years.

## **Article (24)**

1. 10% of the Pension shall be deducted in the following two cases:
  - a. If the Pension was payable to the Insured as a result of terminating its service by dismissal, removal or superannuation with a disciplinary decision or a court ruling.
  - b. If the Pension was payable to the Insured as a result of terminating its service in accordance with the provisions of Clause (11) of Article (16) of the Law.
2. The provisions of Clause (1) of this Article may not be applicable if the Insured's period of service reached (25) twenty-five years and more.

## **Section Three**

### **Provisions Governing Pensions of Prime Minister, his Deputy, and Ministers**

## **Article (25)**

The pensions of the prime minister, his deputy and ministers whose services are terminated shall be settled as follows:

1. The pension payable shall be calculated on the assumption that the period of service has reached (35) thirty-five years if the period spent in the ministerial office was two or more years.
2. For the purposes of implementing Clause No. (1) of this Article, the treasury of the government shall bear the variance between both actual and virtual periods of service.
3. If the period spent in the ministerial office was less than two years, the end of service gratuity shall be disbursed in accordance with the provisions of Article (38) of the Law.
4.
  - a. The minister entitled to a pension in accordance with the provisions of the Law may combine his pension from GPSSA and the salary received thereby from working for an employer subject to the provisions of the Law.
  - b. The contributions for the retired minister's salary shall be paid when such minister returns to work and his rights shall be settled upon expiry of his service in accordance with the provisions of the Law.



## **Section Four**

### **Provisions Governing Pensions of the Federal National Council Members**

#### **Article (26)**

The pensions payable to the President of Federal National Council, his two deputies, the controller, and the Federal National Council member whose memberships are expired shall be settled as follows:

1. The Pension shall be calculated on the assumption that the period of service reached 35 years if the period spent in the Federal National Council membership was a full legislative term.
2. For the purposes of implementing Clause No. (1) of this Article, the treasury of the government shall bear the variance in contributions between the actual period of membership and the virtual period.
3. The Pension shall be calculated equivalently to the membership reward if the membership expired due to the decease or lack of health fitness.
4. Those addressed under the provisions of this Article may combine between the following:
  - a. The pension payable by GPSSA and any other pension from any other entity in the State except GPSSA.
  - b. The pension payable by GPSSA and any salary from any entity in the State.
  - c. The pension payable by GPSSA and the membership reward except if the person returned to the Federal National Council membership after becoming entitled to a pension.

## **Chapter Seven**

### **Survivors and Conditions of their Entitlement**

#### **Article (27)**

1. The Insured's right to the Pension shall commence as from the day following the expiry of service, and such pension shall be disbursed at the end of the due month.
2. The right of the Insured's or pensioner's survivor shall commence at the beginning of the month following the date of decease.

3. The pensioner, its survivor, agent, guardian, or trustee for each of them shall notify GPSSA of each accident which could cease or prevent from disbursement of pension as per the provisions of the law.

### **Article (28)**

1. The husband shall be entitled to a share in the pension of his insured or pensioner wife if such husband was incapable of earning a living. The case of disability and verifying its continuity shall be proven once every two years by a decision from the Competent Medical Committee unless such Committee decides impossibility of his recovery.
2.
  - a. The son's share in the Pension shall be disbursed if his age is less than 21 years old on the date of death, and such Pension shall be ceased when he reaches that age.
  - b. Notwithstanding the provision of Paragraph (a) of this Article, the pension shall continue to be disbursed to the son after reaching the age of 21 years on the date of decease in the following cases:
    1. If the son was incapable of earning a living, and consequently his share in the Pension shall continue to be disbursed until such incapability status is removed. Removal of such status and verification of its continuity shall be proven once every two years by a decision from the Competent Medical Committee unless such Committee decides impossibility of his recovery.
    2. If the son was a student, and consequently his share shall continue to be disbursed until the date on which he joins work, engages in a profession, or reaches the age of 25 years old whichever is earlier. The share shall continue to be disbursed for whoever reaches the age of 28 years old within a school year until its expiry.
3.
  - a. The widow(s) of the Insured or pensioner, or the revocably divorced woman if the husband's decease occurs within "Iddah" of divorce (i.e. the waiting period during which a woman may not marry another) shall be entitled to a share in her husband's pension.
  - b. The widow's pension shall be ceased once she gets married.

4.
  - a. The daughter if she does not join work or engage in a profession and is single, divorced or widowed on the date of decease shall be entitled to her share in the Pension.
  - b. Any of the events referred to under Paragraph (a) of this Clause shall be substantiated by a certificate issued by the competent court.
  - c. The daughter's share shall continue to be disbursed until she gets married, joins work, or engages in a profession, and the Pension shall be returned thereto in the case of her divorce or when she becomes a widow, provided that she has no salary from work or another pension.
5.
  - a. The brother shall be entitled to his share in the Pension in accordance with the conditions set forth under Clause No. (2) of this Article, provided that he was a dependent of the deceased when he was alive.
  - b. The sister shall be entitled to her share in the Pension in accordance with the conditions set forth under Clause No. (4) of this Article, provided that she was a dependent of the deceased when he was alive.
6.
  - a. The father's share shall, if died during the life of his father, be transferred to the grandson and granddaughter, provided that none of them has a pension from his father.
  - b. A father's share shall, if died after his entitlement to a pension from his father, be transferred to his grandson and granddaughter.
  - c. The provisions precluding the son from the Pension and are mentioned under Clause No. (2) of this Article shall be applicable to the grandson's entitlement, and the provisions precluding the daughter from the Pension and are mentioned under Clause No. (4) of this Article shall be applicable to the granddaughter's entitlement.
7. The father shall be entitled to a share in his deceased son's pension, if the father was dependent on his son while he was alive.

8.

- a. The mother shall be entitled to a share of the pension if she was widowed or divorced at the time when her son died or if her husband was dependent on her deceased son when the latter was alive, and she did not have a salary or another pension.
- b. The two events of divorce or widowhood referred to in clause (a) of this subsection shall be ascertained by virtue of a certificate issued by the competent court.

### **Article (29)**

1. Pension shall be distributed to the survivors in accordance with the table No (1) attached to the law, subject to the following rules:
  - a. If the pension was distributed to survivors and it was found that the share is less than the limit set for the survivor's share set out in the article (24) of the law, it shall be raised to this limit, provided the total of survivors' shares does not exceed the salary of calculated pension; and in the case of such limit exceeding, the share of each survivor whose share was raised shall be reduced to the minimum.
  - b. The survivors' shares of the pension shall be distributed in accordance with the table No (1) attached to the law, provided it is verified that the conditions of their eligibility for such shares are satisfied in accordance with the provisions of Article (28) of this resolution.
  - c. If there is more than one survivor entitled to the share, it shall be distributed equally among them.
2. Disbursement of an entitled survivor's share of the pension shall be discontinued in the following cases:
  - a. The survivor joined a job with a salary greater than his share of the pension, with the exception of the widow as she may combine her salary from work and her share of the pension of her husband, which she is entitled to.
  - b. Daughter, sister, or a son's daughter has been married.
  - c. Daughter, sister, or a son's daughter has practiced any profession.

- d. Partial discontinuation of the survivor's pension for joining a job from which he is paid a salary less than the pension, where the difference between the salary and the pension is paid to him.
3. The survivor's share shall be discontinued in the following cases:
    - a. The survivor's death.
    - b. Widow's marriage.
    - c. Son has reached the age of twenty-first and is neither incapable to work nor a student.
  4.
    - a. The entitled survivor's share of the pension shall be paid for the full month in which the cause of the suspension or discontinuation thereof occurred.
    - b. The survivor's share of the pension shall be re-paid as of the first day of the month that follows the date of eligibility cause, and this also applies to the case of resuming disbursement of the pension to the pensioner or to other survivors.

### **Article (30)**

1. The wife's share shall devolve on her sons and daughters of her deceased husband, whether he was the insured or the pensioner, and it shall be distributed evenly among them in the following cases:
  - a. Death of both the wife and the insured or the pensioner.
  - b. Death of the wife after the death of the insured or the pensioner.
  - c. Marriage of widow after the death of the insured or the pensioner.
2. In the event that there are no sons and daughters as survivors their share shall devolve on the widow or widows of the insured or the pensioner at the time of her death and it shall be distributed evenly among them.
3. In the event that there are no widows as survivors their share shall devolve on the commission.

### **Article (31)**

1. The date of the insured or the pensioner's death shall be significant and taken into account for the purposes of meeting the requirements for pension eligibility of the survivor.

2. Notwithstanding the provisions of subsection (1) of this Article, the eligibility requirements met by the survivor after the death of the insured or the pensioner shall be taken into account in the following cases:
  - a. Divorce or widowhood of the daughter, sister, or mother after the death of the pensioner with none of them having any other salary or pension.
  - b. Son's inability to earn a living without having any other salary or pension.
  - c. Brother's inability to earn a living without having any other salary or pension.
  - d. For the purposes of implementing the clauses (a, b, c) of this subsection, the survivor's share of the pension, on the assumption that he is entitled for it, shall be given to him at the date of death, provided that it is disbursed as of the first day of the month following the incident of divorce or widowhood or established evidence of disability. In this regard, it is required that other survivors' shares of the pension shall not be affected, the General Authority for Pensions and Social Security (GPSSA) shall bear the new shares and these shares shall not be re-paid to other parties if the requirements for suspending or discontinuing the pension are met in accordance with the provisions of the law.

## **Chapter Eight**

### **Combining More than One Pension and Combining Pension and Salary**

#### **Article (32)**

1. The pensioner shall be prohibited from combining two pensions received from GPSSA; and if he is entitled to two pensions, the pension of the greatest value shall be paid to him.
2. Without prejudice to the provisions of Articles (25) and (26) of this resolution, if the pensioner returns to work with a salary on a regular basis for anybody in the state, the following shall be observed with regard to his pension:
  - a. If the salary from work is greater than the pension, disbursement of pension shall be suspended until the termination of his subsequent service.
  - b. If the salary is less than the value of the pension, he shall be granted from pension an amount equivalent to the difference between the pension and the work salary, and the pension shall be re-paid to him at the end of his service.

3. Notwithstanding the provisions of the two subsections (1) and (2) of this Article, the pensioner may combine two pensions or combine a pension and a salary in the following cases:
  - a. If the two pensions or the pension and the salary had been combined prior to the date when the law came into force.
  - b. If the total of the two pensions or the pension combined with the salary does not exceed (9000) nine thousand Dirham, and if it is more than this, his right shall be restricted to the amount that does not exceed it.
  - c. If the pensioner spent at least (25) twenty-five years in the government work, for which he became entitled to a pension, provided that his service, for which he became entitled to a pension ended for the reasons set forth in the subsections (6) and (11) of Article (16) of the law.
4.
  - a. Government work: means working for any of the ministries, public bodies and federal or local public institutions governed by the provisions of this law, and any other governmental entity to which the rule of law applies.
  - b. It shall not be a government work: working for one of the public companies and banks owned or a portion of their capital is contributed to by the federal or local government even if it is considered a government sector in accordance with the provisions of the law.
5.
  - a. Any entitled survivor shall be prohibited from combining more than a share of the pension received from GPSSA, and in case he is entitled for that, the largest share shall be paid to him.
  - b. If the survivor returns to work on a regular basis for anybody in the state, including GPSSA, and his salary is larger than his share of the pension, his share of the pension shall be suspended; but if the salary is less than the pension, he shall be granted from pension an amount equivalent to the difference between the pension and the work salary.
  - c. Notwithstanding the provisions of clauses (a and b) of this subsection, the widow has the right to combine her share of her husband's pension and her work salary; and also has the

right to combine her pension, approved in her personal capacity, with her share of her husband's pension.

## **Chapter Nine**

### **Devolution of Survivors' Shares**

#### **Article (33)**

1. The share of a child (whether male or female) in the pension that is suspended or discontinued according to the provisions of articles (29) and (40) of this resolution shall devolve on the remainder children in the range of their accrued shares before they are raised to the established minimum due to the survivor's share as set in Article (24) of the law; and if the reason for suspension or discontinuation is removed, their shares of the pension shall be reduced as much as the value of the shares devolved on them because of pension suspension or discontinuation.
2. Subject to the provisions of subsection (1) of this Article, the amounts that are not disbursed from the children's shares when there are no other survivors shall devolve on the pensioner's widow, provided her share does not exceed  $(3/4)$  three-quarters of the pension, or full pension in the case of multiple widows and such amount shall be distributed evenly among them.
3. The provision of subsection (1) of this article shall not apply to the case of discontinuing or suspending the pension paid to one of the children (whether male or female) who became entitled to shares of the pension after the death of the pensioner pursuant to the provisions of Article (31) of the law.
4.
  - a. If the parents are entitled to shares of the pension and one of them has died, the deceased's share shall devolve on the other, but if they both have died, their share shall devolve on the pensioner's children.
  - b. If the parents' pension has been discontinued and there are no survivors other than the widow, the share of them both shall devolve on the widow, provided her share does not exceed  $(3/4)$  three-quarters of the pension.



- c. If the parents' pension has been discontinued and there are no survivors but the brothers, their share shall devolve on them, provided their share does not exceed  $(1/2)$  half of the pension.
5.
  - a. If a brother's share of the pension has been discontinued, his share shall devolve on his remainder brothers; and in case there is none of them, the share shall devolve on the pensioner's children.
  - b. If the brothers' share of the pension has been discontinued and there are no survivors but the parents, their share shall devolve on them both, provided the share of parents does not exceed  $(3/4)$  three-quarters of the pension.
  - c. If the brothers' share of the pension has been discontinued and there are no survivors but the widow, their share shall devolve on her, provided her share does not exceed  $(3/4)$  three-quarters of the pension.
6. The maximum share of one single survivor of the pensioner shall be  $(3/4)$  three-quarters of the pension.
7. If the reason for suspending the entitled survivor's share of the pension has been removed, the shares shall go back to their previous normal state before the pension suspension.
8. The share that is not paid to anybody shall devolve to GPSSA.

## **Chapter Ten**

### **Denial or Suspension of the Right to Pension or Gratuity**

#### **Article (34)**

1. The insured or the pensioner shall in no way be denied pension or gratuity unless by virtue of a disciplinary decision issued by the competent body of the employer, provided that the stated decision is issued for the acts that had been made by the insured before the end of his service.
2. No deduction of nor attachment shall be made on the amounts payable, according to the provisions of the law, to the pension or gratuity holder or to survivors except for paying the following debts in the order of priority below:
  - a. Debt of the legal alimony adjudged by the judiciary.

- b. Government debt to repay what is claimed from the insured for some reason related to performance of his job or to recover what was unjustly paid to him.
3. For the purposes of implementing the subsections (1) and (2) of this article:
  - a. The decision of pension or gratuity denial shall not exceed the quarter.
  - b. The deduction or attachment shall not exceed the limits of a quarter of pension or gratuity.
4. If one of the debts has not taken a quarter of the pension or gratuity, the remainder amount of the quarter shall be deducted for the next debt in the order of priority.
5. If there were many legal alimony debts, deduction shall be made to their advantage in proportion to each debt, provided the total deduction does not exceed the amount of the quarter.

### **Article (35)**

1. If the nationality of the State has been dropped or withdrawn from the insured or the pensioner, he shall be denied the pension he is entitled to in accordance with the provisions of this law; and in the event of his death, his survivors shall be paid all their complete shares as of the first day of the month following the date of death, provided that they are citizens of the State.
2. If the entitled survivor of a share of the pension is a non-citizen of the State or its nationality was withdrawn from him, half his share of the pension shall be paid to him.

## **Chapter Eleven**

### **General Provisions**

#### **Article (36)**

Any provision contrary to or inconsistent with the provisions of this resolution is superseded.

## **Article (37)**

This resolution shall be published in the Official Gazette and enter into force from the date of its publication.

**Hamdan bin Rashid Al Maktoum**  
**Deputy Ruler of Dubai – Minister of Finance**  
**Chairman of the GPSSA Board of Directors**

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