

**ADMINISTRATIVE ARRANGEMENT BETWEEN THE UNITED KINGDOM, IN
RESPECT OF GIBRALTAR, AND SPAIN IN RELATION TO THE PROTOCOL
ON SOCIAL SECURITY COORDINATION**

The United Kingdom of Great Britain and Northern Ireland, in respect of Gibraltar (the "United Kingdom in respect of Gibraltar"), and the Kingdom of Spain ("Spain"), together "the Participants" and in singular "the Participant",

NOTING that "Agreement" refers to the Agreement in respect of Gibraltar between the European Union and the European Atomic Energy Community, of the one part, and the United Kingdom of Great Britain and Northern Ireland, of the other part, as published in the OJ EU L..., 14.07.2026 (not yet published);

NOTING that this administrative arrangement (the "Arrangement") sets out the practical arrangements referred to in the Protocol on Social Security Coordination (the "Protocol") to the Agreement;

NOTING that this Arrangement sets out further practical modalities for the implementation of the Protocol and Annex SSC-5 to the Protocol, which contains its Implementing Annex (the "Implementing Annex");

RECALLING Article SSC.62(5) of the Protocol, which refers to determining the means and procedures to carry out the duty of cooperation on the issuance of documentation, exchange of information, resolution of conflicts and the introduction and settlement of claims concerning the Protocol and its Implementing Annex;

NOTING that the present Arrangement, or any activity or measure taken in application or as a result thereof, does not imply any modification of the respective legal positions of the Kingdom of Spain and of the United Kingdom with regard to sovereignty and jurisdiction in relation to Gibraltar; and



NOTING, additionally, that this Arrangement or arrangements related to this Arrangement, and any measures or instruments or conduct taken in application or as a result thereof or pursuant thereto, is without prejudice to, and will not otherwise affect the respective legal positions of the Kingdom of Spain or of the United Kingdom of Great Britain and Northern Ireland with regard to sovereignty and jurisdiction and will not constitute the basis for any assertion or denial of sovereignty including in legal proceedings or otherwise.

HAVE DECIDED as follows:

TITLE I

Definitions and forms and documents

Article 1. Definitions

1. For the purposes of this Arrangement, the definitions contained in Article SSC.1 of the Protocol and Article SSCI.1 of the Implementing Annex will apply.
2. The liaison bodies of the Participants will be those defined in Article SSCI.1(2)(c) of the Implementing Annex. These are the following:
 - (a) On the part of Spain:
 - (i) the National Social Security Institute for all benefits and all regimes, with the exception of the Special Regime for Sea Workers, the Civil Service Pension Regime and Unemployment Benefits;
 - (ii) the Social Institute for Mariners for all Benefits under the Special Regime for Sea Workers;
 - (iii) the Directorate General for Social Security Organisation for all Benefits under the Civil Service Pension Regime;

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- (iv) the Directorate General of the State Public Employment Service for Unemployment Benefits; and
 - (vii) the General Social Security Treasury for determining the applicable legislation, recovery of contributions, offsetting and assistance with recovery.
- (b) On the part of the United Kingdom, in respect of Gibraltar:
- (i) the Gibraltar Department of Employment;
 - (ii) the Gibraltar Department of Social Security;
 - (iii) the Gibraltar Income Tax Office;
 - (iv) the Gibraltar Health Authority;
 - (iii) in relation to the processing of healthcare claims and the payment and receipt of payments related to the same, the United Kingdom National Health Services Business Services Authority.

3. The "Working Group" refers to the Working Group established under Article 26a of this Arrangement.

Article 1a. Forms and documents

1. In accordance with Article SSCI.4(2) of the Implementing Annex, for an interim period all forms and documents issued by the competent institutions in the format used immediately before the Protocol comes into force will be valid for the purpose of implementing the Protocol and, where appropriate, will continue to be used for the exchange of information between the Participants. The Participants will decide, in accordance with Article SSCI.4(1) of the Implementing Annex, the structure, content and

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format of forms and documents to be issued for the purposes of implementing the Protocol. The interim period will then come to an end.

2. The Participants have decided that, during the interim period referred to in paragraph 1:
 - (a) the form for the statement of insurance periods to be taken into account when calculating an unemployment benefit will not be the portable form referred to in paragraph 1, but the portable form separately agreed between the Participants and notified to the Working Group.
 - (b) the documents for the purposes of Article SSCI.20 of the Implementing Annex will be those referred to in Article 2(1) of this Arrangement.

TITLE II

Benefits in kind which become necessary on medical grounds during the stay of a posted worker in the place of employment

Article 2. Implementation of Article SSC.17(2) of the Protocol

1. The document referred to in Article SSCI.20(1) of the Implementing Annex will indicate that the posted worker is entitled to benefits in kind in Gibraltar, where the stay is in Gibraltar, or Spain, where the stay is in Spain, under the conditions laid down in Article SSC.17(2) of the Protocol, on the same terms as those applicable to persons insured under the legislation of the United Kingdom, in respect of Gibraltar, or under the legislation of Spain as the case may be.
2. In the case of posted workers staying in Gibraltar, this document will be a valid "European Health Insurance Card" (EHIC) issued by the competent institution of Spain alongside the form issued by the competent institution



of Spain as the statement of applicable legislation for the purposes of the Protocol.

3. In the case of posted workers staying in Spain, this document will be a certificate, in the form of a letter, issued by the competent institution of the United Kingdom, in respect of Gibraltar, alongside the form issued by the competent institution of the United Kingdom, in respect of Gibraltar, as the statement of applicable legislation for the purposes of the Protocol. The certificate will contain the same information and data provided for in EHICs as set out in Decision No. S2 of 12 June 2009 concerning the technical specifications of the European Health Insurance Card of the Administrative Commission established under Article 71 of Regulation (EC) No 883/2004 of the European Parliament and of the Council of 29 April 2004 on the coordination of social security systems.
4. The benefits in kind referred to in Article SSC.17(2) of the Protocol will refer to the benefits in kind which are provided in the place of stay, in accordance with its legislation, and which become necessary on medical grounds with a view to preventing an insured person from being forced to return, before the end of the planned duration of stay, to either Gibraltar or Spain, as the case may be, to obtain the necessary treatment.

TITLE IIa

Special provisions concerning the various categories of benefits: sickness, maternity and equivalent paternity benefits

Article 2a. Special implementing measures

1. When a person or a group of persons are exempted upon request from compulsory sickness insurance and such persons are thus not covered by a sickness insurance scheme to which the Protocol applies, the institution of the other Participant will not, solely because of this exemption, become responsible for bearing the costs of benefits in kind or in cash provided to

such persons or to a member of their family under Chapter 1 of Title III of the Protocol.

2. In relation to Spain, the provisions of Title III, Chapter 1, of the Protocol relating to benefits in kind will not apply, with the exception of Article SSC 17(2), to persons entitled to benefits in kind solely under a special scheme for civil servants within the Spanish social security system.

The institution of the United Kingdom, in respect of Gibraltar, will not, on those grounds alone, become responsible for bearing the costs of benefits in kind or in cash provided to those persons or to members of their family.

3. When the persons referred to in paragraphs 1 and 2 and the members of their family reside in a place where the right to receive benefits in kind is not subject to conditions of insurance, or of activity as an employed or self-employed person, they will be liable to pay the full costs of benefits in kind provided in their place of residence.

Article 3. Procedures concerning cash benefits relating to incapacity for work in the event of stay or residence in Spain, where the competent institution of the United Kingdom, in respect of Gibraltar, is competent, or in Gibraltar, where the competent institution of Spain is competent.

A. Procedure to be followed by the insured person

1. If the legislation of Spain, or the United Kingdom, in respect of Gibraltar, whichever is competent, requires that the insured person presents a certificate in order to be entitled to cash benefits relating to incapacity for work pursuant to Article SSC.18(1) of the Protocol the insured person will ask the doctor of the place of residence who established their state of health to certify their incapacity for work and its probable duration.

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2. The insured person will send the certificate to the competent institution within the time limit laid down by the legislation of Spain, or the United Kingdom, in respect of Gibraltar, whichever is competent.
3. Where the doctors providing treatment in the place of residence do not issue certificates of incapacity for work, and where such certificates are required under the legislation of Spain, or the United Kingdom, in respect of Gibraltar, whichever is competent, the person concerned will apply directly to the institution of the place of residence. That institution will immediately arrange for a medical assessment of the person's incapacity for work and for the certificate referred to in paragraph 1 to be drawn up. The certificate will be forwarded to the competent institution forthwith.
4. The forwarding of the document referred to in paragraphs 1, 2 and 3 will not exempt the insured person from fulfilling the obligations provided for by the applicable legislation, in particular with regard to their employer. Where appropriate, the employer and/or the competent institution may call upon the employee to participate in activities designed to promote and assist their return to employment.

B. Procedure to be followed by the institution of the place of residence

5. At the request of the competent institution, the institution of the place of residence will carry out any necessary administrative checks or medical examinations of the person concerned in accordance with the legislation applied by this latter institution. The report of the examining doctor concerning, in particular, the probable duration of the incapacity for work, will be forwarded without delay by the institution of the place of residence to the competent institution.

C. Procedure to be followed by the competent institution

6. The competent institution will reserve the right to have the insured person examined by a doctor of its choice.

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7. Without prejudice to the second sentence of Article SSC.18(1) of the Protocol, the competent institution will pay the cash benefits directly to the person concerned and will, where necessary, inform the institution of the place of residence thereof.
8. For the purposes of the application of Article SSC.18(1) of the Protocol, the particulars of the certificate of incapacity for work of an insured person drawn up in the place of residence on the basis of the medical findings of the examining doctor or institution will have the same legal value as a certificate drawn up in Spain, or the United Kingdom, in respect of Gibraltar, whichever is competent.
9. If the competent institution refuses the cash benefits, it will notify its decision to the insured person and at the same time to the institution of the place of residence.

D. Procedure in the event of a stay in Spain when the United Kingdom, in respect of Gibraltar is competent or in Gibraltar when Spain is competent

10. Paragraphs 1 to 9 will apply *mutatis mutandis* when the insured person stays in Spain when the United Kingdom, in respect of Gibraltar, is competent or in Gibraltar when Spain is competent.

TITLE III

Benefits in respect of accidents at work and occupational diseases

Article 4. Entitlement to benefits in kind and in cash at the place of stay

For the purposes of the application of Article SSC.28 of the SSC Protocol and Article SSCI.20 of the Implementing Annex, the procedures defined in Article 2 of this Arrangement will apply *mutatis mutandis*.

Article 5. Procedures concerning benefits in respect of accidents at work and occupational diseases

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1. If an accident at work occurs or an occupational disease is diagnosed for the first time in Spain, when the United Kingdom, in respect of Gibraltar, is competent or in Gibraltar, when Spain is competent, and a declaration or notification is required under national legislation, that declaration or notification will be made in accordance with the legislation of Spain, or the United Kingdom, in respect of Gibraltar, whichever is competent, without prejudice, where appropriate, to any other applicable legal provisions in force in the place in which the accident at work occurred or in which the first medical diagnosis of the occupational disease was made, which remain applicable in such cases. The declaration or notification will be addressed to the competent institution.
2. The institution of Spain if the accident at work occurred or the occupational disease was first diagnosed in Spain, or the institution of the United Kingdom, in respect of Gibraltar, if the accident at work occurred or the occupational disease was first diagnosed in Gibraltar, will notify the competent institution of medical certificates drawn up in Spain or Gibraltar as the case may be.
3. Where, as a result of an accident while travelling to or from work which occurs in Spain when the United Kingdom, in respect of Gibraltar, is competent or in Gibraltar when Spain is competent, an inquiry is necessary in the territory where the accident occurred in order to determine any entitlement to relevant benefits, a person may be appointed by the competent institution, which will inform the authorities of Spain, or the United Kingdom, in respect of Gibraltar, in whose territory the accident occurred. The institutions will cooperate with each other in order to assess all relevant information and to consult the reports and any other documents relating to the accident.
4. Following treatment, a detailed report accompanied by medical certificates relating to the permanent consequences of the accident or disease, in particular the injured person's present state and the recovery or stabilisation of injuries, will be sent upon request of the competent

institution. The relevant fees will be paid by the institution of the place of residence or stay, as the case may be, at the rate applied by that institution to the charge of the competent institution.

5. At the request of the institution of the place of residence or stay, as the case may be, the competent institution will notify it of the decision setting the date for the recovery or stabilisation of injuries, as well as, where appropriate, the decision concerning the granting of a pension.

Article 6. Disputes concerning the occupational nature of the accident or disease

1. Where the competent institution disputes the application of the legislation relating to accidents at work or occupational diseases in accordance with Article SSC.28(2) of the Protocol, it will without delay inform the institution of the place of residence or stay which provided the benefits in kind which will then be considered as sickness insurance benefits.
2. When a final decision has been taken on that subject, the competent institution will, without delay, inform the institution of the place of residence or stay which provided the benefits in kind.

Where an accident at work or occupational disease is not established, benefits in kind will continue to be provided as sickness benefits if the person concerned is entitled to them.

Where an accident at work or occupational disease is established, sickness benefits in kind provided to the person concerned will be considered as accident at work or occupational disease benefits from the date on which the accident at work occurred or the occupational disease was first medically diagnosed.

3. The second subparagraph of Article SSCI.6(4) of the Implementing Annex will apply *mutatis mutandis*.

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Article 7. Procedure in the event of exposure to the risk of an occupational disease in both Spain and Gibraltar

1. In the case referred to in Article SSC.30 of the Protocol, the declaration or notification of the occupational disease will be sent to the competent institution for occupational diseases of Spain or the United Kingdom, in respect of Gibraltar, whichever is the last place under the legislation of which the person concerned pursued an activity likely to cause that disease.

When the institution to which the declaration or notification was sent establishes that an activity likely to cause the occupational disease in question was last pursued under the legislation of the other Participant, it will send the declaration or notification, and all accompanying certificates, to the corresponding institution of that Participant.

2. Where the institution of Spain, or the United Kingdom, in respect of Gibraltar, whichever is the last place under the legislation of which the person concerned pursued an activity likely to cause the occupational disease in question, establishes that the person concerned or their survivors do not meet the requirements of that legislation, inter alia, because the person concerned had never pursued in that territory an activity which caused the occupational disease or because that institution does not recognise the occupational nature of the disease, that institution will send without delay the declaration or notification, and all accompanying certificates, including the findings and reports of medical examinations performed by that institution to the corresponding institution of the other territory.

Article 8. Exchange of information between institutions and advanced payments in the event of an appeal against rejection

1. In the event of an appeal against a decision to refuse benefits taken by the institution of Spain, or the United Kingdom, in respect of Gibraltar, under

the legislation of which the person concerned pursued an activity likely to cause the occupational disease in question, that institution will inform the institution of the other territory to which the declaration or notification was sent, in accordance with the procedure provided for in Article 7(2) of this Arrangement, and will subsequently inform it when a final decision is reached.

2. Where a person is entitled to benefits under the legislation applied by the institution to which the declaration or notification was sent, that institution will make the advance payments, the amount of which will be determined, where appropriate, after consulting the institution which made the decision against which the appeal was lodged, and in such a way that overpayments are avoided. The latter institution will reimburse the advance payments made if, as a result of the appeal, it is obliged to provide those benefits. That amount will then be deducted from the benefits due to the person concerned, in accordance with the procedure provided for in Article 27 of this Arrangement.
3. The second subparagraph of Article SSCI.6(4) will apply *mutatis mutandis*.

Article 9. Aggravation of an occupational disease

In the cases covered by Article SSC.31 of the Protocol, the claimant must provide the institution of Spain, or the United Kingdom, in respect of Gibraltar, from which they are claiming entitlement to benefits, with details concerning the benefits previously granted for the occupational disease in question. That institution may contact the previously competent institution in order to obtain the information it considers necessary.

Article 10. Assessment of the degree of incapacity in the event of occupational accidents or diseases which occurred previously or subsequently



Where a previous or subsequent incapacity for work was caused by an accident which occurred when the person concerned was subject to the legislation of Spain, or the United Kingdom, in respect of Gibraltar, which makes no distinction according to the origin of the incapacity to work, the competent institution or the body notified by the competent authority of Spain, or the United Kingdom, in respect of Gibraltar, to whose legislation the person concerned was subject when the accident in question occurred, will:

- (a) upon request by the competent institution of the other place, provide information concerning the degree of previous or subsequent incapacity for work, and, where possible, information making it possible to determine whether the incapacity is the result of an accident at work within the meaning of the legislation applied in the other place;
- (b) take into account the degree of incapacity caused by these previous or subsequent cases when determining the right to benefits and the amount, in accordance with the applicable legislation.

Article 11. Submission and investigation of claims for pensions or supplementary allowances

- 1. In order to receive a pension or a supplementary allowance under the legislation of Spain, or of the United Kingdom, in respect of Gibraltar, the person concerned or their survivors residing in the territory of the other place will submit, where appropriate, a claim to the competent institution or to the institution of the place of residence, which will send it to the competent institution.
- 2. The claim will contain information required under the legislation applied by the competent institution.

Article 12. Special implementing measures

In relation to Spain, the provisions of Title III, Chapter 2, of the Protocol relating to benefits in kind will not apply, with the exception of Article SSC 28(2), to persons entitled to benefits in kind solely under a special scheme for civil servants.

The institution of the United Kingdom, in respect of Gibraltar, will not, on those grounds alone, become responsible for bearing the costs of benefits in kind or in cash provided to those persons or to members of their family.

TITLE IV

Special provisions concerning the various categories of benefits: invalidity benefits and old-age and survivors' pensions

Article 13. Claim for benefits

A. Submission of the claim for benefits under type A legislation under Article SSC.36(2) of the Protocol

1. In order to receive benefits under type A legislation under Article SSC.36(2) of the Protocol the claimant will submit a claim to the institution of Spain, or the United Kingdom, in respect of Gibraltar, whose legislation was applicable at the time when the incapacity for work occurred followed by invalidity or the aggravation of such invalidity, or to the institution of the place of residence, which will forward the claim to the first institution.
2. If sickness benefits in cash have been awarded, the expiry date of the period for awarding these benefits will, where appropriate, be considered as the date of submission of the pension claim.
3. In the case referred to in Article SSC.39(1) of the Protocol the institution with which the person concerned was last insured will inform the institution which initially paid the benefits of the amount and the date of commencement of the benefits under the applicable legislation. From that

date, benefits due before aggravation of the invalidity will be withdrawn or reduced to the supplement referred to in Article SSC.36(2) of the Protocol.

B. Submission of other claims for benefits

4. In situations other than those referred to in paragraph 1, the claimant will submit a claim to the institution of their place of residence or to the institution of the last place whose legislation was applicable. If the person concerned was not, at any time, subject to the legislation applied by the institution of the place of residence, that institution will forward the claim to the institution of the last place whose legislation was applicable.
5. The date of submission of the claim will apply in all the institutions concerned.
6. By way of derogation from paragraph 5, if the claimant does not, despite having been asked to do so, notify the fact that he has been employed or has resided in the other place, the date on which the claimant completes his initial claim or submits a new claim for his missing periods of employment or/and residence in Spain or Gibraltar will be considered as the date of submission of the claim to the institution applying the legislation in question, subject to more favourable provisions of that legislation.

Article 14. Certificates and information to be submitted with the claim by the claimant

1. The claim will be submitted by the claimant in accordance with the provisions of the legislation applied by the institution referred to in Article 13(1) or (4) of this Arrangement and be accompanied by the supporting documents required by that legislation. In particular, the claimant will supply all available relevant information and supporting documents relating to periods of insurance (institutions, identification numbers), employment (employers) or self-employment (nature and place of activity)

and residence (addresses) which may have been completed under other legislation, as well as the length of those periods.

2. Where, in accordance with Article SSC.43(1) of the Protocol the claimant requests deferment of the award of old-age benefits under the legislation of Spain, or the United Kingdom, in respect of Gibraltar, they will state that in their claim and specify under which legislation the deferment is requested. In order to enable the claimant to exercise that right, the institutions concerned will, upon the request of the claimant, notify them of all the information available to the institutions so that the claimant can assess the consequences of concurrent or successive awards of benefits which they might claim.
3. Should the claimant withdraw a claim for benefits provided for under the legislation of Spain, or the United Kingdom, in respect of Gibraltar, that withdrawal will not be considered as a concurrent withdrawal of claims for benefits under the legislation of the other place.

Article 15. Investigation of claims by the institutions concerned

A. Contact institution

1. The institution to which the claim for benefits is submitted or forwarded in accordance with Article 13(1) of this Arrangement will be referred to hereinafter as the "contact institution". The institution of the place of residence will not be referred to as the contact institution if the person concerned has not, at any time, been subject to the legislation which that institution applies.

In addition to investigating the claim for benefits under the legislation which it applies, this institution will, in its capacity as contact institution, promote the exchange of data, the communication of decisions and the operations necessary for the investigation of the claim by the institutions concerned, and supply the claimant, upon request, with any information relevant to the

cross-border aspects of the investigation and keep them informed of its progress.

B. Investigation of claims for benefits under type A legislation under Article SSC.36 of the Protocol

2. Articles 16 to 20 of this Arrangement will not be applicable to the Investigation of claims referred to in Article SSC.36 of the Protocol.

C. Investigation of other claims for benefits

3. The contact institution will, without delay, send claims for benefits and all the documents which it has available and, where appropriate, the relevant documents supplied by the claimant to the other institution in question so that they can both start the investigation of the claim concurrently. The contact institution will notify the other institution of periods of insurance or residence subject to its legislation. It will also indicate which documents will be submitted at a later date and supplement the claim as soon as possible.
4. The other institution in question will notify the contact institution, as soon as possible, of the periods of insurance or residence subject to its legislation.
5. The other institution in question will calculate the amount of benefits in accordance with Article SSC.45 of the Protocol and will notify the contact institution of its decision, of the amount of benefits due and of any information required for the purposes of Articles SSC.46 to 48 of the Protocol.
6. Should the other institution in question establish, on the basis of the information referred to in paragraphs 3 and 4 of this Article, that Article SSC.38(2) or Article SSC.50(2) or (3) of the Protocol is applicable, it will inform the contact institution.

Article 16. Notification of decisions to the claimant

1. Each institution will notify the claimant of the decision it has taken in accordance with the applicable legislation. Each decision will specify the remedies and periods allowed for appeals. Once the contact institution has been notified of the decision taken by the other institution, it will send to the claimant and the other institution concerned a summary of those decisions.
2. Where it appears to the claimant following receipt of the summary that their rights may have been adversely affected by the interaction of decisions taken by the institutions of Spain and the United Kingdom, in respect of Gibraltar, the claimant will have the right to a review of the decisions by the institutions concerned within the time limits laid down in the respective national legislation. The time limits will commence on the date of receipt of the summary. The claimant will be notified of the result of the review in writing.

Article 17. Determination of the degree of invalidity

1. Where Article SSC.38(3) of the Protocol is applicable, the only institution authorised to take a decision concerning the claimant's degree of invalidity will be the contact institution. It will take that decision as soon as it can determine whether the conditions for eligibility laid down in the applicable legislation are met, taking into account, where appropriate, Articles SSC.7 and SSC.37 of the Protocol. It will without delay notify the other institution concerned of that decision.
2. Where the eligibility criteria, other than those relating to the degree of invalidity, laid down in the applicable legislation are not met, taking into account Articles SSC.7 and SSC.37 of the Protocol, the contact institution will without delay inform the competent institution of the other place. The latter institution will be authorised to take the decision concerning the

degree of invalidity of the claimant if the conditions for eligibility laid down in the applicable legislation are met.

3. When determining eligibility, the matter may, if necessary, have to be referred back, under the same conditions, to the competent institution in respect of invalidity of the Participant whose legislation the claimant was first subject.
4. Where Article SSC.38(3) of the Protocol is not applicable, each institution will, in accordance with its legislation, have the possibility of having the claimant examined by a medical doctor or other expert of its choice to determine the degree of invalidity. However, the institution of a Participant will take into consideration documents, medical reports and administrative information collected by the institution of the other Participant as if they had been drawn up in its own territory.

Article 18. Provisional payment of benefits

1. Notwithstanding Article SSCL.7 of the Implementing Annex, any institution which establishes, while investigating a claim for benefits, that the claimant is entitled to an independent benefit under the applicable legislation, in accordance with Article SSC.45(1)(a) of the Protocol will pay that benefit without delay. That payment will be considered provisional if the amount might be affected by the result of the claim investigation procedure.
2. Whenever it is evident from the information available that the claimant is entitled to a payment from an institution under Article SSC.45(1)(b) of the Protocol that institution will make an advance payment, the amount of which will be as close as possible to the amount which will probably be paid under Article SSC.45(1)(b) of the Protocol.
3. Each institution which is obliged to pay the provisional benefits or advance payment under paragraphs 1 or 2 will inform the claimant without delay,

specifically drawing their attention to the provisional nature of the measure and any rights of appeal in accordance with its legislation.

Article 19. New calculation of benefits

1. Where there is a new calculation of benefits in accordance with Article SSC.40(3) and (4), Article SSC.43(4) and Article SSC.52(1) of the Protocol, Article 18 of this Arrangement will be applicable *mutatis mutandis*.
2. Where there is a new calculation, withdrawal or suspension of the benefit, the institution which took the decision will inform the person concerned without delay and will inform the other institution in respect of which the person concerned has an entitlement.

Article 20. Measures intended to accelerate the pension calculation process

In order to facilitate and accelerate the investigation of claims and the payment of benefits, the institutions to whose legislation a person has been subject will:

- (a) exchange with or make available to institutions of the other Participant the elements for identifying persons who change from one applicable legislation to another, and together ensure that those identification elements are retained and correspond, or, failing that, provide those persons with the means to access their identification elements directly;
- (b) sufficiently in advance of the minimum age for commencing pension rights or before an age to be determined by legislation, exchange with or make available to the person concerned and to institutions of the other Participant information (periods completed or other important elements) on the pension entitlements of persons who have changed from one applicable legislation to another or, failing

that, inform those persons of, or provide them with, the means of familiarising themselves with their prospective benefit entitlement.

Article 21. Coordination measures

1. Without prejudice to Article SSC.44 of the Protocol, where the applicable legislation includes rules for determining the institution responsible or the scheme applicable or for designating periods of insurance to a specific scheme, those rules will be applied, taking into account only periods of insurance completed under the legislation of the Participant concerned.
2. Where the applicable legislation includes rules for the coordination of special schemes for civil servants and the general scheme for employed persons, those rules will not be affected by the provisions of the Protocol or its Implementing Annex.

TITLE V

Specific provisions applicable to unemployment benefits

Article 22. Exchange of information

1. Without prejudice to the provisions of Article SSCI.28 of the Implementing Annex, regarding the mutual exchange of information between the competent institutions of Spain and the United Kingdom, in respect of Gibraltar, the competent institution, at the request of the institution of the place of residence, will immediately inform the latter of any circumstances of which it is aware and which may affect the entitlement to the supplementary benefits referred to in Article SSC.56(2) of the Protocol, in particular the amount of the benefit awarded by the competent institution and whether the wholly unemployed person has found work or become self-employed in the place of competence.
2. Furthermore, pursuant to Article SSCI.29 of the Implementing Annex, the Participants have decided that, as regards the mutual exchange of

information between the competent institutions of Spain and the United Kingdom, in respect of Gibraltar, the competent institution, at the request of the institution of the place of residence, will immediately inform the latter of any circumstances of which it is aware and which may affect the granting or maintenance of the right to the supplementary benefits referred to in Article SSC.56(2) of the Protocol.

3. In particular, for the purposes of applying for the supplementary benefit, the competent institution will provide information on the period, amount and status of the benefit granted by the competent institution, as well as whether the periods of insurance covered under the legislation of the relevant Participant have been aggregated, in accordance with the form referred to in Article 1a(2)(a) of this Arrangement.
4. Furthermore, the competent institution will provide information on whether the wholly unemployed person has found work or become self-employed within its jurisdiction.

TITLE VI

Financial provisions

Article 22a. Reimbursement between institutions

Reimbursements relating to the benefits in kind referred to in Articles SSC.17(1) and (2) of the Protocol (benefits in kind in the place of work or stay) will be determined and effected on the basis of actual expenditure, whereas those relating to the benefits in kind referred to in Articles SSC.16 and SSC.20 of the Protocol (benefits in kind in the place of residence) will be effected on the basis of lump sums.

Article 23. Reimbursement based on actual expenditure

1. The competent institution will reimburse the amount of healthcare costs established on the basis of actual expenditure to the institution which provided the care, in accordance with that institution's accounts.



2. Rates higher than those applicable to healthcare provided to persons insured under the legislation applied by the institution which provided the care will not be used.

Article 24. Reimbursement based on lump sums

1. The cost of healthcare provided to pensioners and the members of their families residing in a Participant other than the competent one will be reimbursed by the competent institution to the institution that has provided the healthcare, in accordance with a lump sum established for each calendar year. The amount of that lump sum will be as close as possible to the actual expenditure.
2. For the creditor Participant, the monthly lump-sum amount per person (F_i) for a calendar year will be calculated by dividing the average annual cost per person (Y_i), broken down by age category (i), by 12, and by applying a reduction (X) to the quotient, according to the following formula:

$$F_i = Y_i * 1/12 * (1 - X)$$

where:

— the index ($i = 1, 2$ and 3) represents the three age categories considered for the calculation of the lump sum:

$i = 1$: persons under 20 years of age,

$i = 2$: persons aged between 20 and 64 years,

$i = 3$: persons aged 65 years or over,

— Y_i represents the average annual cost per person in age category i , as defined in paragraph 2,

— the coefficient X (0.2) represents the reduction.

3. The average annual cost per person (Y_i) in age category i will be obtained by dividing the annual expenditure corresponding to the total of healthcare benefits provided by the institution of the creditor Participant to all persons in the age category in question who are subject to its legislation and

resident in its territory, by the average number of persons in that age category in the calendar year concerned.

4. With regard to the debtor Participant, the lump sum for a calendar year will be equal to the sum of the products obtained by multiplying, for each age category *i*, the monthly lump-sum amounts determined per person by the number of complete months during which the persons concerned in that age category have resided in that Participant.
5. The number of complete months during which the persons concerned have resided in the creditor Participant will be the sum of the calendar months of a calendar year during which the persons concerned have been entitled, by virtue of their residence in the territory of the creditor Participant, to healthcare benefits in that territory at the expense of the debtor Participant. Those months will be determined on the basis of a register kept for that purpose by the institution of the place of residence, on the basis of supporting documents concerning the rights of the persons concerned provided by the competent institution.
6. Each Participant will notify the Working Group of the average annual cost per person for each age category corresponding to a given year no later than the end of the second year following the year in question. Failing such notification within that period, the last notified average annual cost per person will apply.

Article 25. Time limits for submission and payment of claims

A. Reimbursements based on actual expenditure

1. Claims for reimbursement of amounts established on the basis of actual expenditure will be submitted to the liaison body of the debtor Participant within 12 months following the end of the half-calendar year during which they were entered in the accounts of the creditor institution.

2. Claims submitted after the time limits indicated in paragraph 1 will not be taken into consideration.
3. The debtor Participant will make advance payments corresponding to 90% of the amount of the claims submitted by the creditor Participant. The advances will be paid no later than the sixth month following that of the submission of those claims.

The month to be considered as the month of submission of the claims will be that corresponding to the date of receipt by the debtor Participant.

The Participants, once they have carried out such checks as they deem appropriate, will:

- (a) reject the individual statements of actual expenditure, where appropriate, no later than the eighteenth (18th) month following that of the submission of the corresponding claims;
 - (b) settle before the expiry of that eighteenth (18th) month, the difference between the outstanding balance after payment of the advance, that is to say 10% of the amount of the claims submitted, and the amount of the individual statements rejected corresponding to pending cases; and
 - (c) lose the accounts relating to a claim no later than the end of the thirty-sixth (36th) month following its submission.
4. Claims will be paid by the debtor institution to the liaison body of the creditor Participant within a period of 18 months from the end of the month in which the application was submitted to the liaison body of the debtor Participant. This will not apply to claims that the debtor institution has rejected for a valid reason within that period.

B. Reimbursement on the basis of lump sums

5. Claims for reimbursement of lump-sum amounts for a calendar year will be submitted to the liaison body of the debtor Participant within 12 months following the month during which the Participants have communicated to each other the average costs for that year in accordance with Article 24(6) of this Arrangement. The inventories referred to in Article 24(6) of this Arrangement will be submitted before the end of the year following the reference year.
6. Claims submitted after the time limits indicated in paragraph 5 will not be taken into consideration.
7. Each liaison body will make an advance payment within six months following the date of receipt of the inventory referred to in paragraph 5, amounting to 90% of the product obtained by multiplying the most recently communicated average cost by the number of total monthly units resulting from the inventories submitted.

The month to be considered as the month of submission of the claims will be that corresponding to the date of receipt by the debtor Participant.

8. Each liaison body, once it has carried out such prior checks as it deems appropriate, will:
 - (a) reject, in whole or in part, the balances of the inventories, where appropriate, no later than the end of the 18 months following the submission of the corresponding inventory;
 - (b) settle, before the expiry of the sixth month following that of the communication of the applicable average costs, the difference between the amount of the claims established on the basis of the average costs and the amount of the advances paid, after deduction of the rejected inventories corresponding to disputes in progress; and

- (c) once the average costs for the reference financial year have been approved and communicated for both Participants, close the accounts for that year before the end of the eighteenth month following the date of the last communication to the other Participant and, in any event, after the forty-second (42nd) month following the date of submission of the last inventory; and
- (d) the provisions of points (a), (b), and (c) will not apply to supplementary claims. Rejections of inventories relating thereto will be carried out no later than the twenty-fourth (24th) month following the submission of the corresponding supplementary inventory.

Supplementary claims will be paid in full, after deduction of the amounts corresponding to inventories whose rejection has been accepted, no later than the thirty-sixth (36th) month following the submission of the supplementary inventories if the average costs relating thereto have already been communicated, or within the month following the last communication of those average costs if such communication takes place after that period.

- 9. Disputes concerning a claim will be resolved within 36 months following the month in which the application for reimbursement was submitted.

C. Miscellaneous provisions

- 10. The debtor Participant will acknowledge electronically receipt of the claim notified by the creditor Participant within a period of two months from the date of its receipt. The acknowledgement will indicate the date of receipt of the application.
- 11. Disputes concerning a claim will be resolved within 36 months following the month in which the application for reimbursement was submitted.

12. The Working Group will facilitate the final closure of accounts in cases where a solution cannot be reached within the period referred to in the preceding paragraph. Upon a reasoned request from one of the Participants, and without prejudice to Article 26a(4), the Working Group will be tasked with producing an advisory opinion on any dispute concerning a claim within six months following the month in which the matter was referred to it.

D. Default interest and interim payments

13. From the end of the period established for making payments relating to advances and the remaining claim as set out in Sections A and B, the creditor Participant may apply interest to the amount due that has not been paid within the prescribed period.
14. This interest will be calculated on the basis of the reference rate applicable to the Participant responsible for payment, including where applicable the reference rate applied by the European Central Bank to its main refinancing operations. The reference rate in force on the first calendar day of the month in which payment falls due will be applied.

E. Further arrangements

15. The Participants may jointly decide that further or different arrangements concerning the matters covered by this Title are necessary for the effective application of this Arrangement in accordance with the Protocol and Implementing Annex. Such a case could arise, for example, in the event that the UK-Spain 1999 Agreement and 2009 Agreement on reimbursement are amended, renegotiated or terminated. Where the Participants jointly decide that further or different arrangements are necessary, this Arrangement may be amended in accordance with Article 30(3).

Article 26. Statement of annual accounts

1. The Participants will jointly determine the claims situation for each calendar year, taking into account the relevant provisions of the Protocol and the Implementing Annex, and on the basis of information provided by the liaison bodies.
2. For this purpose, the liaison bodies will notify each other, within the deadlines and in accordance with rules jointly decided by the Participants on recommendation of the Working Group, of the amount of claims submitted, settled or disputed (by creditors), and of claims received, paid or disputed (by debtors).
3. The Participants will make use of the Working Group for the purposes of this Article.
4. The Working Group will review the information provided by the liaison bodies and may carry out such technical checks as are necessary to verify the statistical and accounting data used to determine the annual position of claims. The Working Group will report to the Participants and will not have decision-making authority in respect of the determination of claims or the settlement of accounts.
5. Pending the establishment of arrangements for the verification and settlement of annual accounts, the Participants will continue to make use, for these purposes, of current administrative frameworks in place between the United Kingdom and Spain for the purposes of the coordination of social security systems. The Participants may also jointly decide to have regard to, where appropriate, the work of the Administrative Commission referred to in Article 71 of Regulation (EC) No 883/2004 of the European Parliament and of the Council of 29 April 2004 on the coordination of social security systems, for technical guidance and audit practices.

Article 26a. Working Group on Social Security Coordination

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1. A Working Group on Social Security Coordination will be established. The Working Group will provide a forum for enhanced cooperation and exchange of information concerning matters covered by the Protocol. The Participants intend that the Working Group will normally meet once a year, unless they jointly decide otherwise.
2. Each Participant will have an equal number of members in the Working Group and will inform the other Participant of the members appointed and of any changes. The Working Group will include representatives of the relevant competent authorities and liaison bodies of the Participants.
3. The Working Group will:
 - (a) adopt its rules of procedure by joint decision of the Participants;
 - (b) designate points of contact to ensure ongoing communication as necessary; and
 - (c) facilitate the settlement of accounts and adopt the annual accounts between the institutions of the Participants.
4. The Working Group may inform the Specialised Committee on Circulation of Persons established under the Agreement of any differences which arise between the Participants in relation to the application of this Arrangement which are not resolved through consultation in the Working Group. This provision will apply without prejudice to any provisions in the Agreement relating to the settlement of disputes.
5. The Working Group may consider and develop proposals for further administrative and technical arrangements in support of the implementation of this Arrangement, the Protocol and its Implementing Annex, including in relation to recovery procedures, data exchange and financial coordination, and may make recommendations to the Participants accordingly.

Article 27. Benefits unduly received

1. If one institution has paid undue benefits to a person, that institution may, within the terms and limits laid down in the legislation it applies, request the other institution responsible for paying benefits to the person concerned to deduct the undue amount from arrears or on-going payments owed to the person concerned regardless of the social security branch under which the benefit is paid. The latter institution will deduct the amount concerned subject to the conditions and limits applying to this kind of offsetting procedure in accordance with the legislation it applies in the same way as if it had made the overpayments itself, and will transfer the amount deducted to the institution that has paid undue benefits.
2. By way of derogation from paragraph 1, if, when awarding or reviewing benefits in respect of invalidity benefits, old-age and survivors' pensions pursuant to Chapter 4 and 5 of Title III of the Protocol on Social Security Coordination, the institution that has paid to a person benefits not due, that institution may request the other institution for the payment of corresponding benefits to the person concerned to deduct the amount overpaid from the arrears payable to the person concerned. After the latter institution has informed the institution that has paid an undue sum of these arrears, the institution which has paid the undue sum will within two months communicate the amount of the undue sum. If the institution which is due to pay arrears receives that communication within the deadline it will transfer the amount deducted to the institution which has paid undue sums. If the deadline expires, that institution will without delay pay out the arrears to the person concerned.
3. If a person has received social welfare assistance:
 - (a) in Gibraltar during a period in which he was entitled to benefits under the legislation of Spain; or

- (b) in Spain during a period in which he was entitled to benefits under the legislation of the United Kingdom, in respect of Gibraltar,

the body which provided the assistance may, if it is legally entitled to reclaim the benefits due to the person concerned, request the institution responsible for paying benefits in favour of the person concerned to deduct the amount of assistance paid from the amounts which that institution pays to the person concerned.

This provision will apply *mutatis mutandis* to any family member of a person concerned who has received assistance in the territory of Spain or Gibraltar during a period in which the insured person was entitled to benefits under the legislation of the United Kingdom, in respect of Gibraltar or Spain in respect of that family member.

The institution which has paid an undue amount of assistance will send a statement of the amount due to the other institution, which will then deduct the amount, subject to the conditions and limits laid down for this kind of offsetting procedure in accordance with the legislation it applies, and transfer the amount without delay to the institution that has paid the undue amount.

Article 27a. Recovery of provisional payments and contributions, offsetting and assistance with recovery

In accordance with Article SSCI.35 of the Implementing Annex, the Participants will adopt the necessary arrangements to ensure, wherever possible, offsetting either between the institutions of the United Kingdom, in respect of Gibraltar, and the Kingdom of Spain, or recovery vis-à-vis the natural or legal person concerned. When these arrangements are approved by the Participants, they will be included in this Arrangement, which will be amended for these purposes, in accordance with Article 30(3).

TITLE VII

Miscellaneous, transitional and final provisions

Article 28. Notifications

1. The Participants will notify each other of the liaison bodies referred to in Article 1(2) of this Arrangement, and of their competent institutions defined in accordance with Article SSC.1(h) of the Protocol.
2. The entities referred to in paragraph 1 will be assigned an electronic identity in the form of an identification code and an electronic address.
3. The Participants may jointly decide, where appropriate, common arrangements concerning the structure, content and format of such notifications.
4. Where relevant, such arrangements may take into account any formats or practices established under the Agreement.
5. The Participants will ensure that the notifications referred to in paragraph 1 remain valid or that they are updated as necessary.

Article 29. Statistics

1. The competent authorities will compile statistics on the application of the Protocol, the Implementing Annex and this Arrangement and will transmit them to the Specialised Committee on Circulation of Persons.
2. Such data will be collected and organised in accordance with the programme and methods jointly decided by the Working Group.
3. The Participants may, in keeping with their obligations arising under their respective legal frameworks on data protection, unilaterally or jointly, decide to publish these statistics.

Article 30. Final provisions

1. This Arrangement will enter into effect on the date of last signature and into operation from the date of entry into force of the Agreement.
2. Either Participant may terminate this Arrangement by written notification through diplomatic channels. This Arrangement will cease to be in force on the first day of the twelfth month following the date of notification. Should the Agreement be terminated, this Arrangement will cease to be in force.
3. This Arrangement may be modified, in writing, at any time, should the Participants jointly decide to do so.

The foregoing record represents the understandings reached between the United Kingdom of Great Britain and Northern Ireland, in respect of Gibraltar, and the Kingdom of Spain, upon the matters referred to therein.

Signed at Madrid on 25th June 2026.

For the United Kingdom of Great Britain and Northern Ireland, in respect of Gibraltar:



Sir Alex Ellis, Ambassador to Spain and Andorra

For the Kingdom of Spain:



Carlos Moreno Blanco, Secretary General for the European Union