

**No. 25274**

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**SPAIN  
and  
FINLAND**

**Agreement on social security (with administrative arrangement). Signed at Helsinki on 19 December 1985**

*Authentic texts: Spanish and Finnish.*

*Registered by Spain on 14 September 1987.*

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**ESPAGNE  
et  
FINLANDE**

**Convention de sécurité sociale (avec accord administratif).  
Signée à Helsinki le 19 décembre 1985**

*Textes authentiques : espagnol et finnois.*

*Enregistrée par l'Espagne le 14 septembre 1987.*

[TRANSLATION — TRADUCTION]

## AGREEMENT<sup>1</sup> BETWEEN SPAIN AND THE REPUBLIC OF FINLAND ON SOCIAL SECURITY

The Government of Spain and  
The Government of the Republic of Finland,  
Deeming it desirable to regulate their mutual relations in the area of social security, have agreed as follows:

### TITLE I. GENERAL PROVISIONS

*Article 1.* 1. For the purposes of this Agreement, the terms listed below shall have the following meanings:

- (a) “Contracting Parties” means Spain and the Republic of Finland;
- (b) “Territory” means, in relation to Spain, its national territory and, in relation to Finland, the territory of the Republic of Finland;
- (c) “Legislation” means the laws, regulations and other provisions in force as enumerated in article 2;
- (d) “Competent authority” means in relation to Spain, the Ministry of Labour and Social Security; and, in relation to Finland, the Ministry of Social Affairs and Health;
- (e) “Insuring institution” means, in relation to Spain, the institutions administering the general system and the special schemes listed in article 2, paragraph 1 (A); and, in relation to Finland, the body or authority responsible for applying the legislation mentioned in article 2, paragraph 1 (B);
- (f) “Competent insuring institution” means the insuring institution which in each case is competent under the legislation in force;
- (g) “Liaison body” means the body responsible for co-ordinating and informing the insuring institutions of both Contracting Parties in order to facilitate the implementation of the Agreement; it shall also be responsible for informing the persons concerned of their rights and obligations under the Agreement;
- (h) “Dependant” means a person defined as such by the legislation in force;
- (i) “Insurance periods” means contribution periods, employment periods or other periods which, in accordance with the legislation under which they were completed, are considered as insurance periods or the equivalent, it also means, in the case of Finland, every calendar month for which an insurance contribution was paid in accordance with the Short-Term Employment Act;
- (j) “Residence periods” means periods defined or recognized as such in accordance with the legislation under which they were completed or are treated as having been completed;
- (k) “Financial benefits”, “pension or allowances” means cash benefits, pension or compensation under the applicable legislation, including all the parts relating to

<sup>1</sup> Came into force on 1 August 1987, i.e., the first day of the second month following the exchange of the instruments of ratification, which took place at Madrid on 2 June 1987, in accordance with article 45 (2).

such a benefit which are from public funds, together with any increment or supplement;

(l) "Family allowances" in Spain, means the benefits provided for in its legislation; in Finland it means child allowances and maternity benefits;

(m) "Health care", in relation to Spain, means the provision of medical and pharmaceutical services provided for in its legislation in cases of ordinary illness or occupational disease, accidents, irrespective of cause, and maternity. In relation to Finland, it means public-health services, health services provided in hospitals, and health benefits provided under sickness insurance and insurance against industrial accidents and occupational diseases.

2. Any other expressions or terms used in this Agreement shall have the meaning assigned to them under the relevant legislation.

*Article 2.* 1. This Agreement shall apply:

A. In Spain:

1. To the legal provisions governing the general social-security system concerning:

- (a) Maternity, ordinary illness or occupational disease, temporary incapacity for work, and accidents, whether or not industrial;
- (b) Temporary or permanent disability;
- (c) Old age;
- (d) Death and survival;
- (e) Family protection;
- (f) Re-education and rehabilitation of disabled persons;
- (g) Social welfare and social services;
- (h) Unemployment.

2. To the legal provisions governing the special social-security schemes for the following categories the cases referred to in sub-paragraph (A) (1):

- (a) Agricultural workers;
- (b) Seamen;
- (c) Coal miners;
- (d) Railway employees;
- (e) Domestic employees;
- (f) Self-employed persons;
- (g) Commercial representatives;
- (h) Students;
- (i) Artists;
- (j) Authors of books;
- (k) Bullfighters;
- (l) Professional soccer players.

B. In Finland: To the legislation governing:

- (a) Sickness insurance, including maternity benefits and public health services and health services provided by hospitals;
- (b) Insurance against industrial accidents and occupational diseases;
- (c) Pension insurance, including occupational pension schemes, national pension insurance and general insurance of survivors' pensions;

- (d) The unemployment-insurance system;
- (e) Maternity benefits, child allowances, disability assistance and child support benefits, together with other forms of social welfare;
- (f) Contributions relating to the above-mentioned pensions or benefits.

2. Subject to the provisions of paragraph 4, this Agreement shall apply also to any legal provisions which consolidate, amend or supplement those specified in paragraph 1 above.

3. The Agreement shall apply to legal provisions establishing a branch or system of social security different from those specified in paragraph 1 of this article only if the two Contracting Parties conclude an agreement to this effect.

4. The Agreement shall not apply to any legal provisions of a Contracting Party which extend existing systems to new occupational categories or which establish new systems if the competent authority of the other Party notifies the competent authority of the first Party of its opposition within a period of three months after the date on which it is officially notified of the publication of such provisions.

*Article 3.* Unless otherwise provided, this Agreement shall apply to nationals of the Contracting Parties, to persons who are or have been subject to the legislation of either of the Contracting Parties and to persons whose rights derive from either category of persons.

*Article 4.* Except where otherwise provided in this Agreement, in the application of the legislation of one of the Contracting Parties, the following persons resident within the territory of that Party shall receive the same treatment as nationals of that Party:

- (a) Nationals of the other Contracting Party;
- (b) Refugees as defined in the Convention of 28 July 1951 relating to the status of Refugees and the Protocol of 31 January 1967 to that Convention;
- (c) Stateless persons, understood to include any person considered by no State as one of its nationals under its legislation;
- (d) Members of the family and survivors of the persons mentioned in the above paragraphs, provided that they base their entitlements on those of the persons mentioned.

*Article 5.* 1. Pensions and other financial benefits, except unemployment benefits, shall not be reduced, modified, suspended or withheld on the grounds that the beneficiary is resident in the territory of the other Party, unless this Agreement provides otherwise.

2. Financial benefits payable by one of the Contracting Parties shall be paid to nationals of the other Party who are resident in the territory of a third State under the same conditions and to the same extent as if they were nationals of the first Party who are resident in the third State, unless this Agreement provides otherwise.

## TITLE II. PROVISIONS GOVERNING APPLICABLE LEGISLATION

*Article 6.* Except as provided in articles 7 and 8 of this Agreement, persons included in the sphere of application of the Agreement shall be subject:

- (a) To Spanish legislation, provided that they are resident in Spain and, within Spanish territory, are employed or self-employed, are enrolled in an insurance scheme or are in an equivalent situation;
- (b) To Finnish legislation,
  - In the case of the occupational pension, benefits in respect of industrial accidents and occupational disease and the employer's social security contribution, if they are employed in Finland;
  - In the case of other benefits, including those which derive from national pension insurance, sickness insurance, child allowances, social welfare and unemployment insurance, if they reside in Finland.

*Article 7.* 1. When an employer assigns a person from the territory of one of the Parties to work in the territory of the other Party and the employment period is not expected to exceed 24 months, the legislation of the first Party shall continue to apply as if the person were employed and resided in the territory of that Party. If the employment in the territory of the Party to which he has been sent to work extends beyond the 24-month period, the legislation of the first Party shall continue to apply until such time as the competent authorities of the two Parties give their consent.

2. Travelling personnel employed by land- and air-transport enterprises operating in the territory of both Parties shall be subject to the legislation of the Party in whose territory the enterprise has its principal place of business; however, when such personnel are resident in the territory of the other Party, they shall be subject to the legislation of that other Party.

3. The crew of vessels shall be subject to the legislation of the Party whose flag the vessel is flying. Workers employed in loading, unloading and repair of vessels, or in security services in port, shall be subject to the legislation of the Party to whose territory the port belongs.

*Article 8.* 1. This Agreement shall not be applicable to members of diplomatic or consular missions of either Contracting Party who enjoy diplomatic or consular status.

2. Government officials not mentioned in paragraph 1 above who are sent by the Government of one Contracting Party to the territory of the other shall also be exempt.

3. If a person not referred to in paragraphs 1 or 2 of this article who is not a member of a diplomatic or consular mission of either Contracting Party is employed by a diplomatic or consular mission of one Party in the territory of the other, or is in the private employ of an official of that mission, he may opt, within three months after the date of entry into force of this Agreement or, where appropriate, within three months after the date on which he began working in the territory of the latter Party, to be subject to either the legislation of the first Party or the legislation of the country in which he is employed.

*Article 9.* The competent authorities of the Contracting Parties may, by mutual agreement, amend the provisions of articles 6 to 8 of this Agreement with respect to certain persons or categories of persons.

*Article 10.* If a person resides in the territory of one Party and, in accordance with the preceding provisions, the legislation of the other Party must be applied with

respect to a certain activity, there shall be no obligation to pay contributions in respect of that activity in accordance with the legislation of the first Party.

### TITLE III. SPECIAL PROVISIONS

#### CHAPTER 1. OLD-AGE, DISABILITY AND SURVIVORS' BENEFITS

##### *Section A. APPLICATION OF FINNISH LEGISLATION*

##### *Subsection 1. Occupational pensions.*

*Article 11.* 1. Entitlement to a Finnish occupational pension on the part of any person referred to in article 4 of this Agreement shall, while resident in Spain, be subject to the same conditions as those applicable during his residence in Finland, account being taken of the provisions of article 12.

2. On establishing entitlement to and calculating the amount of the occupational pension, the competent insuring institutions of Finland shall apply their own rules, provided that articles 13 and 39 of this Agreement are not applicable.

*Article 12.* If by the time he becomes disabled, a person has not fulfilled the residency requirement established in the Finnish occupational pensions system, the compulsory insurance periods completed under Spanish legislation shall be treated as the equivalent of residence periods in Finland, provided that they do not overlap.

*Article 13.* 1. If a person is entitled to a disability pension under the legislation of both Contracting Parties, and the pension payable under Spanish legislation has been determined in accordance with the provisions of article 17, the Finnish pension shall be calculated as follows:

(a) The actual period of employment completed in Finland shall be considered as the period which confers entitlement to pension.

(b) The pension established in accordance with subparagraph (a) shall be increased by multiplying the amount of the pension by the coefficient derived from dividing 480 by the number of complete months included in the period between the date on which the beneficiary would have attained the age of 23 and the date of the contingency. The maximum coefficient applicable shall be 40. In the case of employment in which the pension accrues more rapidly than in the basic system established in the law on occupational pensions, the figures 360 and 30 shall be used instead of 480 and 40. The increase shall not be applied, however, if the person has not completed any insurance periods under the legislation of either Contracting Party during the year immediately prior to the date of the contingency. In the case of persons who are 23 years of age or under the amount of the pension determined in accordance with this subparagraph shall be equal to the pension which he would have been granted if the disability had occurred upon termination of the last job held in Finland.

(c) If the pension established in accordance with subparagraphs (a) and (b) is greater than the difference between the "theoretical pension" mentioned in article 17, paragraph 1, of this Agreement and the "*pro rata* pension" established in accordance with that same paragraph, the maximum increase in the pension shall be equal to the amount of that difference.

(d) If the total derived from the addition of the pension established in accordance with paragraph 1 of this article and the pension granted by Spain pursuant to article 17 is less than the amount of the pension granted solely in accordance with Finnish legislation, the competent insuring institution of Finland shall pay the difference. The difference shall be calculated on the basis of the amount of the pension as it was on the first day of entitlement, or, if entitlement to one of the pensions begins after entitlement to the other, as from the date of the later pension.

2. If a person to whom the legislation of both Contracting Parties applies is not entitled to a pension under Spanish legislation because he has not completed the insurance periods required and, when Finnish legislation on occupational pensions is applied, he also does not fulfil the conditions required in order to include the time remaining until he reaches pensionable age in the period which would entitle him to a pension, an insurance period completed in Spain after termination of the last job held in Finland shall be calculated in his favour for that purpose. That insurance period shall be treated as equivalent to the periods referred to in Finnish legislation, which, on termination of the job, shall prolong the time of entitlement to full pension, i.e., the time remaining until the attainment of pensionable age shall be included. If, under this provision, the requirements for calculating that remaining time in the beneficiary's favour are met, the provisions of paragraph 1 (a) and (b) of this article shall apply.

3. The provisions of paragraphs 1 and 2 of this article shall also apply for the purpose of determining the survivor's pension provided for under Finnish legislation.

4. The pension shall be paid in accordance with Finnish legislation until the beneficiary's entitlement to a Spanish pension is established. The amount of the pension shall then be re-determined in accordance with this Agreement. If, as a result of applying the Agreement, the amount of the pension is lower, the excess shall be considered as an advance payment of pension and may be deducted from future benefits.

#### *Subsection 2. National pensions and general survivors' pensions scheme*

*Article 14.* 1. A Spanish national who has been granted an old-age or disability pension in Finland in accordance with the Finnish law on national pensions or a widow's benefit under the Finnish law on survivors' pensions shall be entitled, as long as that person resides in Spain, to receive the pension or benefit under the same conditions as a Finnish national.

2. A Spanish national who is resident in Spain or Finland and has not fulfilled the conditions for entitlement to an old-age pension under the Finnish law on national pensions shall be entitled, provided that he meets the other requirements, to the basic amount of his pension if he has resided in Finland for a minimum period of five years without interruption after attaining the age of 16.

3. A Spanish national who is resident in Spain or in Finland and has not fulfilled the requirements under the Finnish law on survivors' pensions concerning residence in Finland of the deceased or the widow shall none the less be entitled, provided the other requirements have been met, to the basic amount of widow's pension, if the deceased was a Spanish national and both he and his widow had resided in Finland for a minimum period of five years without interruption after attaining the age of 16 and the deceased was resident in Finland or in Spain at the time of death.

4. A Spanish national who is resident in Spain or in Finland and has not fulfilled the requirements under the Finnish law on survivors' pensions concerning residence in Finland of the son or daughter and of the deceased shall be entitled, pro-

vided the other requirements have been met, to an orphan's pension if the deceased was a Spanish national and, having resided in Finland for a minimum period of five years without interruption after attaining the age of 16, was residing in Finland or in Spain at the time of death.

#### *Section B.* APPLICATION OF SPANISH LEGISLATION

*Article 15.* The entitlement to old-age, disability and survivors' pensions provided in Spanish legislation for persons subject to the pension insurance of both Contracting Parties shall be governed by the provisions of articles 16 to 20.

*Article 16.* 1. Subject to the provisions of paragraph 2 of this article, entitlement to benefits under Spanish legislation governing old-age disability and survival on the part of any person referred to in article 4 of this Agreement shall be subject to the same rules as those applicable to Spanish nationals, provided the person has been insured under the provisions of that legislation for a minimum total period of 12 months, unless a shorter insurance period confers entitlement to benefits.

2. In order to determine entitlement to an old-age, disability or survivor's benefit under Spanish legislation, the competent Spanish institution shall apply its own rules.

3. However, in cases where a person to whom this Agreement applies and who has been subject to the legislation of both Contracting Parties does not fulfil the conditions entitling him to a pension based exclusively on the insurance periods completed under Spanish legislation, the competent Spanish institution shall take into account the insurance periods or the equivalents completed under the Finnish occupational pension scheme as if those periods were insurance periods or equivalent completed under Spanish legislation, provided they do not overlap.

4. In order to obtain a benefit under Spanish legislation in the cases envisaged in paragraph 3 of this article, the requirement of being enrolled in an insurance scheme or being in a similar situation, as stipulated by Spanish legislation, if the person in question was subject to Finnish legislation or received a benefit under Finnish legislation, shall be considered to have been fulfilled.

*Article 17.* 1. If, under the provisions of article 16, paragraph 3, a person fulfils the requirements for entitlement to a pension in accordance with Spanish legislation, the competent Spanish institution shall first establish the amount of the pension to be paid under its legislation as if all the insurance periods completed by the person concerned under the legislation of both Contracting Parties had been covered in accordance with Spanish legislation ("theoretical pension"). The competent Spanish institution shall then reduce the total amount of the benefit thus determined, based on the ratio between the insurance periods or equivalents covered by the person concerned under Spanish legislation prior to the contingency and the aggregation of the insurance periods completed under the legislation of both Contracting Parties ("pro rata pension").

2. In those cases where the amount of the theoretical pension referred to in paragraph 1 is lower than the amount of the minimum pension provided for at any time by Spanish legislation, the competent Spanish institution, in applying the provisions of paragraph 1 shall take into consideration the amount of the minimum pension instead of the amount of the theoretical pension.



3. When, in accordance with Spanish legislation, pension increments granted are as a result of an increase in the general income level, the cost of living or other similar factors, the increment shall be calculated on the basis of the amount of the theoretical pension, and the resulting amount shall be reduced by application of the rules of proportionality laid down in paragraph 1 of this article.

*Article 18.* 1. In order to determine the base for calculating a benefit to which entitlement has been acquired under the provisions of article 16, the competent Spanish institution shall apply its own rules.

2. In those cases where all or part of the insurance period chosen by the claimant as the base for calculating his benefit has been completed under the Finnish occupational pension scheme, the competent Spanish institution shall determine that base:

- (a) In accordance with the minimum contribution base in force in Spain during the period or part of the period in question for workers in the same occupational category in Spain as that of the person concerned, or
- (b) In accordance with the contribution base which the self-employed worker would have chosen himself.

3. Notwithstanding the provisions of the preceding paragraph, the base for calculating the benefit in respect of employees shall in no case be less than the average level of the standard minimum wage under Spanish legislation prevailing during the period chosen.

*Article 19.* 1. In order for a person subject to this Agreement to qualify for voluntary or optional insurance under Spanish legislation, insurance periods completed under the Finnish occupational pension scheme referred to in article 16, paragraph 3, of this Agreement shall be considered as if they were insurance periods completed under Spanish legislation.

2. The provisions of the preceding paragraph shall apply only to persons who are unable to benefit from compulsory insurance under Spanish legislation.

3. When a person whose entitlement to voluntary insurance has been recognized in accordance with Spanish legislation becomes insured under a compulsory social-security system in the territory of one of the Contracting Parties, he shall automatically cease to be covered by voluntary insurance.

*Article 20.* Where Spanish legislation makes the entitlement to, or the amount of, benefits conditional on the completion of insurance periods derived from the pursuit of an occupation which is subject to a special social-security scheme, the competent Spanish institution shall aggregate for such purposes the insurance periods completed under the Finnish occupational pension scheme referred to in article 16, paragraph 3, of this Agreement, provided that they were completed in the same occupation.

## CHAPTER 2. SICKNESS AND MATERNITY BENEFITS

*Article 21.* In order to obtain, maintain or recover entitlement to sickness or maternity benefits in a case where a person has completed insurance periods in accordance with the provisions of both Contracting Parties, those periods shall be aggregated, provided they do not overlap.

*Article 22.* 1. A person who is resident in the territory of one Contracting Party and is entitled under the legislation of that Party to health-care benefits may obtain such benefits when staying temporarily in the territory of the other Party if he has an immediate need for such benefits because of his state of health.

2. Persons referred to in article 7 and article 8, paragraph 3, of this Agreement who are subject to the legislation of one Party shall be entitled, when staying or residing in the territory of the other Party, to health-care benefits in accordance with the legislation of the first Party for the duration of their stay or residence.

3. The extent of the benefits and the procedures for their provision shall be governed by the legislation applied by the insuring institution in the territory where the person concerned is staying or residing.

4. The cost of health-care benefits granted under this article shall be reimbursed by the competent insuring institution to the institution in the territory where the person concerned is staying or residing, as determined in the Administrative Arrangement provided for in article 34 of this Agreement.

*Article 23.* 1. The recipient of a pension under the legislation of both Contracting Parties shall be entitled to health-care benefits in accordance with the legislation of the Party in whose territory he is resident. The cost of these benefits shall be paid by the competent insuring institution in the recipient's country of residence.

2. The recipient of a pension payable exclusively under Finnish legislation shall, when resident in Spain, together with any accompanying dependants, be entitled to the health-care benefits conferred by Spanish legislation on Spanish pensioners, provided the pensioner has entered into a contract with the Spanish insuring institution and has paid the monthly contributions fixed by the competent Spanish authority.

3. The recipient of a pension payable exclusively under Spanish legislation shall, when resident in Finland, together with any accompanying dependants, be entitled to the health-care benefits conferred by Finnish legislation on Finnish pensioners.

*Article 24.* The provision of prostheses, large appliances and other major health benefits, which are listed in the Administrative Arrangement, shall, except in emergencies, be subject to the authorization of the competent insuring institution.

### CHAPTER 3. FAMILY ALLOWANCES

*Article 25.* Insurance periods covered under the legislation of one of the Contracting Parties shall be aggregated, when necessary, to those covered under the legislation of the other Contracting Party in order to establish entitlement to family allowances.

*Article 26.* 1. If a woman who resides in the territory of one of the Contracting Parties or is insured under the legislation of one of the Contracting Parties gives birth in the territory of the other Party, she shall be entitled to a maternity allowance under the legislation of the first Party.

2. If a woman is entitled, under the provisions of this Agreement or for any other reason, to a maternity allowance under the legislation of both Parties simultaneously, the allowance shall be granted only under the legislation of the Party in whose territory the birth took place.

*Article 27.* The child allowance established by Finnish legislation shall be paid to Spanish nationals for their dependent children or minors resident in Finland under the same conditions as for Finnish nationals.

CHAPTER 4. BENEFITS FOR INDUSTRIAL ACCIDENTS  
AND OCCUPATIONAL DISEASES

*Article 28.* 1. Benefits for industrial accidents and occupational diseases shall be governed by the legislation applicable to the insured person on the date of the accident under the provisions of articles 6 to 9 of this Agreement.

2. A person who, because of an industrial accident or occupational disease, is entitled to health-care benefits in accordance with the legislation of one of the Contracting Parties, shall receive while in the territory of the other Party, health-care benefits provided to the extent and according to the procedures established by the legislation of the second Party on behalf of the competent insuring institution of the first Party.

3. The health-care benefits referred to in paragraph 2 of this article shall be granted in Spain through the Spanish insuring institution and in Finland through the Finnish Federation of Institutions for Insurance against Accidents (*Suomen Tapaturmavakuutuslaitosten Liitto*).

4. The institutions mentioned in paragraph 2 of this article shall be reimbursed for the health-care benefits referred to in paragraph 3 above which are provided in the territory where the person concerned is staying or residing because of an industrial accident or occupational disease in the manner determined in the Administrative Arrangement provided for in article 34 of this Agreement.

*Article 29.* 1. If, in accordance with the legislation of one of the Contracting Parties, it becomes necessary to assess the reduction in capacity resulting from an industrial accident or occupational disease, the consequences of previous industrial accidents or occupational diseases which the insured person may have sustained in the territory of the other Contracting Party shall be taken into account.

2. The insuring institution which is competent to award compensation for a further industrial accident or occupational disease shall fix the amount of benefit taking into account the degree to which the capacity for work has been reduced as a result of the accident or occupational disease in accordance with the legal provisions applicable by that institution.

*Article 30.* 1. Benefits for occupational disease shall be governed by the legislation of the Contracting Party applicable to the contributor while he was engaged in the employment that was subject to the risk of occupational disease, even though it may have been diagnosed for the first time in the territory of the other Contracting Party.

2. In cases where the insured person has been engaged in the employment in question in the territories of both Contracting Parties, only the legislation of the Party in whose territory he was last engaged in that employment shall be applied.

3. In cases where an occupational disease has given rise to the granting of benefits by the insuring institution of one Contracting Party, the same insuring institution shall be responsible for any aggravation of the disease which may occur in the territory of the other Contracting Party, unless this aggravation is related to the pur-

suit, in the territory of the latter Contracting Party, of activities which involve a risk of aggravation of the disease.

#### CHAPTER 5. DEATH BENEFITS

*Article 31.* Entitlement to death benefits provided for in Spanish legislation on social security shall be based exclusively on the application of that legislation and shall satisfy the requirements and conditions laid down therein.

#### CHAPTER 6. UNEMPLOYMENT BENEFITS

*Article 32.* 1. Where a person has, since his most recent arrival in the territory of one Party, completed an insurance period under the legislation of that Party, an insurance period covered by the legislation of the other Party shall be considered, for purposes of a claim for unemployment benefit under the legislation of that Party, as if it were an insurance period completed under the legislation of the first Party.

2. The application of the provisions of paragraph 1 under Finnish legislation presupposes that the person concerned has been employed in Finland for a minimum of four weeks during the 12 months prior to the date on which his claim is submitted. However, even if his employment ends before the four weeks have elapsed, the provisions of paragraph 1 shall apply if it ends through no fault of the insured person and if the period of employment was intended to be longer.

3. Where a person claims unemployment benefit under the legislation of one Party in accordance with the provisions of paragraph 1 of this article, any period for which he has received that benefit under the legislation of the other Party during the 12 months prior to the date of his claim shall be taken into account as if it were a period in which he had received that benefit under the legislation of the first Party.

#### TITLE IV. MISCELLANEOUS PROVISIONS

*Article 33.* For the implementation of this Agreement, the competent authorities and insuring institutions of the two Contracting Parties shall lend each other their good offices and shall offer the necessary technical collaboration and reciprocal administrative support, acting, for these purposes, as though each were applying its own legislation. This assistance shall be free of charge, except where the contrary is explicitly provided for in this Agreement.

*Article 34.* The competent authorities of the two Contracting Parties shall conclude an Administrative Arrangement for the implementation of this Agreement.

*Article 35.* The competent authorities of the two Contracting Parties shall:

- (a) Designate the respective liaison bodies;
- (b) Notify each other of the measures adopted for the implementation of this Agreement;
- (c) Notify each other of any legislative and regulatory provisions which amend those listed in article 2.

*Article 36.* 1. The competent authorities shall resolve through negotiations any disputes concerning the interpretation or application of this Agreement and the related Administrative Arrangements which may arise between the insuring institutions of the two Contracting Parties.

If it is not possible to resolve a dispute by negotiation within a period of three months from the opening of negotiations, it shall be submitted to an arbitral commission whose membership and procedure shall be established by agreement between the two Contracting Parties, or if a solution cannot be arrived at in this manner within an additional period of three months, by an arbitrator designated at the request of either of the Contracting Parties by the President of the International Court of Justice.

2. The decision of the arbitral commission or arbitrator, as appropriate, shall be considered binding and final.

*Article 37.* The competent authorities and insuring institutions of the two Parties may enter into direct relations with each other using the Spanish, Finnish, Swedish or English language.

*Article 38.* 1. The competent insuring institution may pay the claimant an advance while his claim is being processed.

2. This advance shall be granted on a discretionary basis by the competent insuring institution and shall be based primarily on the extent to which the claimant is in need on proof that he is probably entitled to the benefits claimed and on the time which final settlement of his claim is expected to take.

3. If the insuring institution of one Contracting Party has made advance payments to a beneficiary, that insuring institution or, at its request, the competent insuring institution of the other Party may deduct those advance payments from the payments to be made to the beneficiary.

*Article 39.* 1. Any claims, statements, applications and other documents submitted to the appropriate authority or institution of one Party, which shall be submitted within a specific time-limit in order for the legislation of that Party to be applied shall be deemed to have been submitted to it if they have been submitted, within the same time-limit, to the competent authority or institution of the other Party.

2. Any claim for benefit submitted under the legislation of one Party shall be considered as a claim for the corresponding benefit under the legislation of the other Party, provided that the person concerned submits another claim under the legislation of the second Party within six months from the date on which he is notified that he must submit it.

3. In the calculation of the increment for delayed payment of the pension provided for by Finnish legislation, the claim shall be considered as having been submitted on the date of receipt, with all the required attachments, by the competent insuring institution in Finland. This increment shall not be paid, however, in respect of any retroactive supplement that may be granted in accordance with article 13, paragraph 4, of this Agreement.

*Article 40.* 1. Payments in pursuance of this Agreement may be validly made in the currency of the Party to which the insuring institution liable for payment belongs.

2. If provisions restricting the transfer of foreign exchange are promulgated by either of the Contracting Parties, the two Parties shall immediately adopt the measures necessary to guarantee the effectiveness of the rights derived from this Agreement.

*Article 41.* 1. Any exemption from or reduction in stamp duty, notarial or registration fees or other similar charges provided for in the legislation of one of the Contracting Parties for certificates and documents issued in pursuance of the legislation of that Party shall also be extended to the documents and certificates issued in pursuance of the legislation of the other Party or of this Agreement.

2. All documents and certificates issued in pursuance of this Agreement shall be exempted from any authentication requirements.

*Article 42.* In the determination of entitlement to benefits under this Agreement, insurance and residence periods completed before its entry into force shall also be taken into account.

*Article 43.* 1. This Agreement shall also be applicable to contingencies which occurred before its entry into force. However, the Agreement shall not confer any right to payment of benefits for the time elapsed before its entry into force.

2. Following the entry into force of the Agreement, benefits not granted on grounds of the nationality of the person concerned or suspended on grounds of his residence in the territory of the other Party shall be granted at the request of such persons.

3. Benefits granted before the entry into force of the Agreement shall be adjusted at the request of the persons concerned in order to take into account the provisions of the Agreement. These benefits may also be adjusted even if no request has been submitted. Under no circumstances may the adjustment constitute grounds for reducing the amount of the benefit.

4. The rules on prescription in the legislation of the Contracting Parties shall not apply to the rights provided for in the three preceding paragraphs, provided that the persons concerned submit their claims within two years after the date of entry into force of this Agreement.

5. If the claim is submitted after the expiry of this time-limit, the entitlement to benefits shall be acquired as from the date of the claim, except where there is a rule granting more favourable treatment in the legislation of the Party in question.

*Article 44.* 1. This Agreement shall remain in force for an indefinite period. Either of the Contracting Parties may denounce it at any time. In this case, it shall cease to have effect six months after the date on which the other Party has been notified in writing of the denunciation.

2. If this Agreement is denounced, the rights already acquired under its provisions shall remain in effect.

3. The Contracting Parties shall come to an agreement on arrangements to guarantee rights being acquired in respect of insurance periods completed before the date of termination of the Agreement.

*Article 45.* 1. This Agreement shall be ratified. The instruments of ratification shall be exchanged at the earliest possible date at Madrid.

2. The Agreement shall enter into force on the first day of the second month following that in which the instruments of ratification have been exchanged.

IN WITNESS WHEREOF, the signatories, duly authorized by their respective Governments, have signed this Agreement.

DONE at Helsinki on 19 December 1985, in duplicate in the Spanish and Finnish languages, both texts being equally authentic.

For the Government  
of Spain:

[FERNANDO SARTORIUS Y ALVAREZ  
DE BOHORQUES]

For the Government  
of the Republic of Finland:

[EVA KUUSKOSKI-VIKATMAS]

#### ADMINISTRATIVE ARRANGEMENT FOR THE IMPLEMENTATION OF THE AGREEMENT BETWEEN SPAIN AND THE REPUBLIC OF FINLAND ON SOCIAL SECURITY

Pursuant to article 34 of the Agreement between Spain and the Republic of Finland on social security of 19 December 1985, the competent authorities of the two Contracting Parties have agreed as follows:

##### TITLE I. GENERAL PROVISIONS

*Article 1.* For the purposes of the implementation of this Administrative Arrangement:

1. The term "Agreement" means the Agreement between Spain and the Republic of Finland on social security;
2. The terms used in this Administrative Arrangement shall have the same meanings as in the Agreement.

*Article 2.* 1. The liaison bodies referred to in article 35 of the Agreement shall be as follows:

A. In Spain:

1. The National Institute of Social Security with respect to:
  - (a) Maternity, ordinary sickness or occupational diseases, temporary incapacitation for work, and industrial or other accidents;
  - (b) Temporary or permanent disability;
  - (c) Old-age benefits;
  - (d) Death and survivors' benefits;
  - (e) Family allowances;
  - (f) Retraining and rehabilitation of invalids;
  - (g) Social welfare and social services.
2. The National Employment Institute with respect to unemployment.

This division of labour among the liaison bodies extends to all general systems, and special schemes, which make up the Spanish social security system.

B. In Finland:

1. The National Pension Institute with respect to:
  - (a) National pension insurance and survivors' pension insurance;
  - (b) Health insurance;
  - (c) Reimbursement of health-care costs;
2. The National Insurance Institute with respect to employee pension schemes in both the private and the public sectors;
3. The Federation of Institutions for Insurance against Accidents with respect to compulsory insurance against accidents and occupational diseases;
4. The Ministry of Social Affairs and Health in other cases.

2. The liaison bodies designated in the preceding paragraph shall have the functions described in article 1, paragraph 1 (g), of the Agreement, and those established in this Administrative Arrangement, taking into account where necessary the directives of the competent authorities. They may establish direct relations among themselves, with the persons concerned and with their representatives; they shall lend one another mutual assistance in all matters related to the implementation of the Agreement.

3. The competent authority of one Contracting Party may designate other liaison bodies, and shall inform the competent authority of the other Party accordingly.

*Article 3.* 1. In the cases provided for in article 7 of the Agreement, the liaison body of the Contracting Party whose legislation is to be applied shall issue a certificate, at the request of the employer or the worker, stating that the worker is subject to that legislation.

This certificate shall be issued:

- (a) In Spain, by the National Institute of Social Security;
- (b) In Finland, by the National Insurance Institute.

2. When the assignment referred to in article 7, paragraph 1, of the Agreement extends beyond 24 months, the employer shall contact the competent authority of the Contracting Party whose legislation is applicable to the worker in question and ask for an extension of assignment until the estimated date of completion. That authority shall agree on the extension with the competent authority of the Contracting Party to whose territory the worker has been assigned in order to obtain that Party's consent to the extension.

*Article 4.* A worker who exercises the option provided for in article 8, paragraph 3, of the Agreement shall so inform the competent insuring institution of Spain if he has opted for Spanish legislation. If he has opted for Finnish legislation and is employed by a diplomatic or consular mission of Finland, he shall so inform the Finnish Ministry of Foreign Affairs. In other cases, he shall inform the Ministry of Social Affairs and Health, through the person or entity which has employed him. That institution or authority shall issue a certificate stating that the worker in question is subject to the legislation for which he has opted, and shall so report to the insuring institution or competent authority of the other Party.

*Article 5.* The certificates referred to in articles 3 and 4 of this Arrangement shall constitute proof that the provisions of the other Contracting Party on com-



pulsory insurance are not applicable to the worker for purposes of determining the obligation to contribute as established in article 10 of the Agreement.

## TITLE II. SPECIAL PROVISIONS

### CHAPTER 1. OLD-AGE, DISABILITY AND SURVIVORS' BENEFITS

*Article 6.* Claims for benefits subject to the provisions of title III, chapter 1, of the Agreement may be addressed:

- In Finland, to the National Pension Institute, to one of the institutions responsible for implementing the occupational pension scheme, or to the local representatives of such institutions;
- In Spain, to the competent insuring institution in the claimant's place of residence.

*Article 7.* 1. When a claim referred to in the preceding article has been filed the liaison body of the Party to which the claim was submitted shall send the liaison body of the other Party a copy of the claim form used under its legislation, together with two copies of a liaison form drawn up in accordance with article 24 of this Arrangement.

2. The liaison form referred to in the preceding paragraph must contain the date of receipt of each claim and the date on which the claimant was informed of the content and scope of article 39, paragraph 2, of the Agreement.

3. In the case of claims for disability benefits, the relevant certificates from the file shall be attached.

4. The liaison body which receives the forms referred to in the preceding paragraphs shall return a copy of the liaison form, containing the necessary information, to the liaison body which sent it.

*Article 8.* 1. The insuring institutions shall transmit to each other information on the action taken on cases processed under the provisions of title III, chapter 1, of the Agreement.

2. The insuring institutions shall also keep each other informed, within the limits established by their domestic legislation, of all the circumstances which may affect the granting, suspension or termination of a benefit, submitting the appropriate documents, where necessary.

3. In all cases the forms and documents referred to in this chapter shall be transmitted to the insuring institutions through the respective liaison bodies.

4. The submission of the forms shall be in lieu of the transmittal of supporting documents.

5. The information which the Contracting Parties provide to each other shall be used solely for purposes of the Agreement.

*Article 9.* Old-age, disability or survivors' benefits shall be paid directly to the beneficiaries by the competent insuring institution. The benefits shall be paid by the dates prescribed in the legislation applied by the institution effecting payment.

*Article 10.* During the first quarter of each calendar year, the liaison bodies of each Contracting Party shall inform the liaison bodies of the other of the total amount paid out the previous year by the competent insuring institution in respect of benefits to recipients resident in the territory of the other Contracting Party.

*Article 11.* When the competent insuring institution of Spain must compute insurance periods completed by a person under Finnish legislation, in order to establish that person's eligibility for the voluntary insurance provided for by article 19 of the Agreement, it shall request the appropriate certification of insurance periods, from the Finnish National Insurance Institute through the liaison bodies.

#### CHAPTER 2. SICKNESS AND MATERNITY BENEFITS

*Article 12.* 1. For the purposes of article 21 of the Agreement, the person concerned shall submit to the institution of the Party from which he wishes to claim benefits a certificate indicating the insurance periods accredited under the legislation of the other Contracting Party.

2. The certificate referred to in the preceding paragraph shall be issued:

- (a) In Spain, by the National Institute of Social Security;
- (b) In Finland, by the National Pension Institute.

3. If the person concerned fails to submit the certificate, the competent institution may request the institution of the other Party to issue the certificate and transmit it.

*Article 13.* 1. In order to obtain health-care benefits — including hospitalization, where necessary — in cases of temporary stay or residence in the territory of the Party which is not the competent Party, the person referred to in article 22, paragraphs 1 and 2, of the Agreement shall submit to the institution in the territory where he is staying or residing a certificate issued by the competent institution, proving that he is entitled to the benefits, and giving an indication of the maximum amount of time that such benefits may be granted. If the person fails to submit this certificate, the institution in the territory where he is staying or residing shall request the competent institution to transmit it.

2. The provisions of the preceding paragraph shall be applicable, *mutatis mutandis*, to family members during their temporary stay in the territory of the other Party.

3. In the cases referred to in article 7 and article 8, paragraph 3 of the Agreement, the certificates provided for in articles 3 and 4 of this Arrangement shall be in lieu of the certificates referred to in paragraph 1 of this article.

*Article 14.* 1. The costs of health-care benefits provided in accordance with the provisions of articles 13 and 16 of this Arrangement shall be reimbursed by the competent institutions to the institutions which provided them, on the basis of the information contained in the latter accounts.

2. For purposes of reimbursement, rates higher than those applicable to health benefits granted to persons subject to the legislation applied by the institution providing the benefits may not be taken into account.

The term "rates" shall mean, in Finland, the reimbursement schedules in respect of care provided at public hospitals and health centres applied in computing reimbursement by one health-care unit to another for the treatment of persons who are not resident in the municipality which operates the health-care unit. In the case of health insurance in Finland, the term "rate" shall mean the reimbursement schedule applied in respect of insured persons.

3. Notwithstanding the provisions of the preceding paragraphs, the liaison bodies may decide, with the agreement of the competent authorities, that total or partial reimbursement of the costs of the benefits may be effected through lump-sum payments, in lieu of an itemized breakdown of costs.

*Article 15.* 1. In order to obtain health-care benefits in Spain in the cases provided for in article 23, paragraph 2, of the Agreement, the pensioner must apply for a special contract to the provincial office of the National Institute of Social Security which serves the area where he is resident and produce a certificate proving that he is a pensioner under Finnish legislation.

2. The certificate referred to in the preceding paragraph, which shall always include any accompanying family members who are dependants of the pensioner, shall be issued, in Finland, by the National Pension Institute.

*Article 16.* 1. In order to obtain the authorization required for the granting of the benefits referred to in article 24 of the Agreement the institution in the territory where the person concerned is staying or residing shall address the appropriate request to the competent institution.

2. If in cases of dire emergency, such benefits are to be granted without the authorization of the competent institution, the institution in the territory where the person concerned is staying or residing shall give notice to that effect without delay.

3. Those cases in which the provision of the benefit cannot be delayed without placing the health or life of the person concerned in serious danger shall be deemed to constitute emergencies. When a prosthesis or an appliance is accidentally broken or damaged, the fact that it needs to be repaired or replaced shall suffice to constitute an emergency.

4. A list of prosthesis, large appliances and other major health benefits is contained as an annex to this Arrangement.

#### CHAPTER 3. FAMILY ALLOWANCES

*Article 17.* When, in pursuance of the provisions of article 25 of the Agreement, the competent insuring institution of one Contracting Party, in order to establish entitlement to family allowances, must compute the insurance periods completed by the claimant under the legislation of the other Party, it shall request from the competent insuring institution of that other Party, through the liaison bodies, the appropriate certificate showing insurance periods, using a form established for that purpose.

*Article 18.* For the purposes of article 26 of the Agreement, the competent insuring institutions of the two Contracting Parties shall provide each other, through the liaison bodies, with any information which may be requested.

#### CHAPTER 4. BENEFITS FOR INDUSTRIAL ACCIDENTS AND OCCUPATIONAL DISEASES

*Article 19.* 1. In pursuance of the provisions of article 28, paragraph 1, and article 30, paragraph 1, of the Agreement, claims for benefits for industrial accidents or occupational diseases may be submitted either to the competent insuring institution of the Party in the territory of which the accident or disease occurred, or to the insuring institution of the Party in the territory of which the person concerned is resident or staying.

2. If the claim is submitted to the insuring institution of the Party in the territory of which the person concerned is resident or staying, that institution shall transmit the claim to the competent insuring institution and inform it of the date of submission. If the competent insuring institution is not known, the claim shall be addressed to the liaison body.

3. The provisions of article 9 of this Arrangement shall apply, *mutatis mutandis* to the payment of benefits for industrial accidents and occupational diseases.

*Article 20.* 1. When, in pursuance of article 29 and article 30, paragraph 3, of the Agreement, the competent insuring institution requires proof of a person's incapacity for work for the purpose of determining and paying the benefit, that institution may request accurate medical reports and evaluations from the insuring institution of the other Party, through the liaison bodies, taking into account the provisions of article 8 of this Arrangement.

2. Any costs arising in connection with the medical check-up necessary for the reports and evaluations referred to in the preceding paragraph shall be reimbursed by the competent insuring institution to the institution which conducted them, through the liaison bodies.

*Article 21.* 1. The provisions of article 13, paragraph 1, and articles 14, 15 and 16 of this Arrangement shall apply, *mutatis mutandis*, to the granting of the health-care benefits provided for in article 28, paragraphs 2, 3 and 4, of the Agreement.

The health-care benefits referred to in the aforementioned articles shall be granted in Finland through the Federation of Institutions for Insurance against Accidents.

2. In Finland, the reimbursement of health-care costs shall cover, in addition to the amount based on the rate for treatment provided at hospitals and health centres, the amount paid to the accident victim in respect of accident insurance in Finland, in accordance with the provisions of article 14, paragraph 2, of this Arrangement.

#### CHAPTER 5. DEATH BENEFITS

*Article 22.* For the purposes of article 31 of the Agreement, the Finnish insuring institution shall furnish the competent Spanish insuring institution with any information it has which may be requested of it.

#### CHAPTER 6. UNEMPLOYMENT BENEFITS

*Article 23.* 1. When, in pursuance of article 32 of the Agreement, the competent insuring institution of one Contracting Party, in order to establish entitlement to unemployment benefits, must compute the insurance periods completed by the claimant under the legislation of the other Party, it shall request from the competent insuring institution of that other Party, through the liaison bodies, the appropriate certificate showing insurance periods, using a form established for that purpose.

2. The certificate referred to in the preceding paragraph shall note the time-periods for which the issuing insuring institution paid unemployment benefits within the 12 months prior to the date of the claim, in accordance with article 32, paragraph 3, of the Agreement.

## TITLE III. MISCELLANEOUS PROVISIONS

*Article 24.* The models for the forms, certificates and notifications for the implementation of the procedures and formalities provided for in this Arrangement shall be determined by the liaison bodies of the two Contracting Parties.

*Article 25.* 1. The insuring institution in the place of residence of the person concerned shall carry out any administrative or medical checks requested by the competent insuring institution of the other Party relating to the acquisition, suspension, recovery, modification or termination of the benefits provided for in the Agreement.

2. The insuring institution conducting the medical checks referred to in the preceding paragraph shall be reimbursed for the costs thereof by the insuring institution requesting them.

3. For purposes of the reimbursement referred to in the preceding paragraph, the insuring institution requested to conduct the medical checks shall submit sufficient documentary evidence of the costs.

*Article 26.* This Arrangement shall enter into force on the same date as the Agreement and shall have the same duration.

DONE at Helsinki on 19 December 1985, in duplicate in the Spanish and Finnish languages, both texts being equally authentic.

For Spain:

[FERNANDO SARTORIUS Y ALVAREZ  
DE BOHORQUES]

For Finland:

[EEVA KUUSKOSKI-VIKATMAS]

## ANNEX

## LIST OF PROSTHESES, LARGE APPLIANCES AND MAJOR BENEFITS IN KIND

1. Prosthetic, orthopaedic or protective appliances, including reinforced fabric orthopaedic corsets, as well as all the extra accessories and tools;
2. Orthopaedic footwear and special footwear (non-orthopaedic);
3. Protheses of the jaw and face;
4. Artificial eyes, contact lenses;
5. Hearing aids;
6. Dental protheses (fixed or removable) and occlusion protheses for the oral cavity;
7. Invalid carriages and wheelchairs;
8. Spare parts for the appliances mentioned in the preceding paragraphs;
9. Maintenance and medical treatment in convalescent homes and sanatoriums;
10. Measures for functional rehabilitation or vocational retraining.