



Policy for Invoicing and Payment Terms

Version 3.0

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Definitions:

“GICS” means the Gibraltar Investor Compensation Scheme.

“FSRCC” means the Financial Services Resolution Compensation Committee.

“Financial year” runs from 1 April to 31 March.

“Act” refers to the Financial Services Act, 2019.

“GFSC” Gibraltar Financial Services Commission.

1.0 Introduction

1.1 The GICS Invoicing Policy aims to make clear how invoices are issued, what invoices contain, the terms of payment and consequences of non-payment.

1.2 GICS funding consist of money paid to the FSRCC as annual fees by all participating firms and money received by the FSRCC from industry participants to cover insurance outlays and other operating expenditure. The annual administration and insurance fees run from 1 April to 31 March each financial year.

2.0 Invoicing approach

2.1 The FSRCC invoices participants on an annual predetermined basis, usually 4 weeks following the insurance transaction taking place and no later than 28 February, unless alternative arrangements have been agreed in advance. The invoice will be sent to the recorded contact and each invoice will contain the following details:

- Invoice date
- Participants name and address
- Description of fees
- Total invoice amount
- Due date
- Bank details to which fees are to be paid in to

2.2 Payment Terms

- Standard payment terms for fees are 28 days from date of invoice and those fees are payable in full and non-refundable.
- A cancellation, surrender or suspension of an authorisation does not absolve the firm from any fees¹.

3.0 Procedure if a participant fails to comply with invoicing terms

3.1 28 days from date of invoice – if a firm fails to comply with the payment terms the FSRCC will be informed of this no later than 28 days following the payment deadline and notification will also be sent to the GFSC pursuant to the Act.

¹ Where a firm is temporarily suspended in advance of the invoicing period, the annual fee for the next invoicing period is required and non-refundable.

3.2 On notification, the GFSC will take all appropriate measures to secure the compliance of the participating firm.

3.3 Following the above measures, the Committee may with the consent of the GFSC, issue a notice to the firm warning that unless it complies within 12 months, the firm will be excluded from the scheme.

4.0 Fees refunds

4.1 Fees for services provided and to be provided by the GICS at the point of request are non-refundable.

4.2 Fees from the cancellation, surrender or suspension of an authorisation or permission by the GFSC are non-refundable².

4.3 There may be special circumstances in which the FSRCC will consider reimbursing fees. Any such case will be considered on its own merit and any decision taken will be at the discretion of the FSRCC.

5.0 New Authorisations part way through the financial year

5.1 If a firm is authorised part way through the year, the annual fee for that financial year will be pro-rated on a monthly basis - from the nearest month in which the regulatory permission is granted to the next financial year-end.

² In the event a firm begins but fails to complete a surrender (or is temporarily suspended) of GICS related permissions in advance of the invoicing period, the annual fee for the next invoicing period is required and non-refundable.