



# COMPULSORY LIFE INSURANCE POLICY LOAN APPLICATION

Form No. A-CPL-02-2007

**IMPORTANT:** Proceeds of this loan will be credited to the eCard account of the member/borrower. Prior to the filing of the accomplished application form, the member/borrower must (a) secure a tentative computation of the net loan proceeds and (b) read carefully the terms and conditions below.

## TO BE FILLED UP BY THE MEMBER/APPLICANT

<b>Name of Applicant</b>		
<i>Last Name</i>	<i>First Name</i>	<i>Middle Name</i>
<b>Birth Date</b>	<b>Policy No.</b> <b>BP No.</b>	<b>E-Card/UMID Card No.</b> <b>E-Card/UMID Bank Account No.</b>
<b>Mailing/Residential Address</b>		
<b>Present Office</b>		
<b>Telephone No.</b>	<b>Cell Phone No.</b>	<b>Email Address</b>
<b>For DEPED Personnel</b>		
<i>Division No.</i>	<i>Station No.</i>	<i>Employee No.</i>

**TYPE OF LOAN:**  New  Renewal

### AGREEMENT

I hereby acknowledge as my indebtedness to the GSIS whatever amount is approved by way of Policy loan and hereby agree to pay such indebtedness in the payment scheme selected below:

- [ ] a.) Monthly payments through salary deduction in the amount of P \_\_\_\_\_ per month until the loan is or any other additional policy is fully paid inclusive of interest.
- [ ] b.) Payment of principal and interest upon maturity, lapse or termination of my existing life insurance policy.

Should I opt to pay through payment scheme a, I hereby authorize the Treasurer/Disbursing/Collection Officer of my present or future government office to deduct from my salary the required monthly payment.

I agree that:

- The term of this loan will immediately mature upon my retirement/separation, death or permanent disability and all outstanding balance on the policy loan herein secured or may hereafter be secured as an additional loan shall be deducted from the proceeds of whatever benefits due under my life insurance policy, without the need of demand or further notice.
- The proceeds of the loan secured by this application are subject to deduction for outstanding policy loan and any other outstanding loan/s or indebtedness I may have with the GSIS in order to update or settle the same.

I hereby represent that prior to the filing of this application, I have reviewed the tentative computation of the net proceeds of the loan and expressly conformed with the same.

I hold the GSIS free and harmless from any loss or damage resulting from improper use or misuse of my eCard.

I confirm that I have read and fully understood the Terms and Conditions of this application. I agree that my policy loan shall, at all times, be subject to the terms and conditions.

Finally, I UNDERSTAND AND FULLY AGREE THAT THE NET PROCEEDS OF THIS LOAN WILL BE CREDITED TO MY eCARD ACCOUNT.

**Upon filing of this application, it is understood that I have previously secured a tentative computation of the net loan proceeds I will receive, including the amount deducted therefrom in payment of my unpaid obligations with GSIS and I fully conform with the same.**

### TERMS AND CONDITIONS

- Eligibility Requirements**  
Qualified loan borrowers shall be the GSIS members, who at the time of filing:
  - have policy in force for at least one (1) year;
  - are still in the active service;
  - have no pending administrative and/or criminal case; and
  - are holders of GSIS eCard.
- Application**  
Application may be filed directly at any GSIS office or the members may transact the loan electronically at the GW@PS Kiosk.
- Amount of the Loan**  
The amount of the loan shall be the sum total as approved by the GSIS and as reflected in its disbursement voucher.
- Electronic Certification**  
The authorized officers of agencies shall be required to certify through the GSIS Electronic On-line System (GEOS) as to compliance with the eligibility requirements (No. 1, b and c) of the borrowers prior to the processing of their loan application. The certification also binds/obligates the agency to:
  - Deduct the monthly amortization of the borrowers, at their option, from their monthly salary and remit the same to the GSIS within the prescribed period.
  - In case of separation from the service of the borrowers, obtain prior clearance from the GSIS before any documents and/or final payment is released in favor of the borrowers.
- eCrediting of the Loan Proceeds**  
The proceeds of the policy loan shall be directly credited to the eCard account of the borrowers. The Union Bank of the Philippines shall inform the borrowers of the crediting of the proceeds of the loan to their account through short messaging service.
- Application of the Loan Proceeds**  
The borrowers authorize the GSIS to deduct from the proceeds of their loan any outstanding obligations that they may have with the GSIS in order to update them or settle them in accordance with Claims & Loans Interdependency Policy (CLIP) of GSIS and such other applicable GSIS policies, existing or hereafter promulgated.

**7. Change of Payment Term**

The borrowers have the option to shift to another mode of payment anytime during the term of the loan by giving written notice to the GSIS.

**8. Due Date of First Monthly and Succeeding Monthly Installments**

In case the borrowers opted for a monthly payment of the loan on a chosen term for principal and interest, the payment shall be due on or before the tenth (10<sup>th</sup>) day of the following month if the loan is granted before the tenth (10<sup>th</sup>) day of the month and every month thereafter until the loan is fully paid; if the loan is granted after the tenth (10<sup>th</sup>) day of the month, the payment shall be due on or before the tenth (10<sup>th</sup>) day of the next following month and every month thereafter until the loan is fully paid.

**9. Interest Rate**

The loan shall incur interest at the rate of eight percent (8%) per annum compounded annually.

**10. Application Fee**

An application fee of one percent (1%) of the gross amount of the loan shall be deducted from its proceeds.

**11. Maturity of the Loan**

Despite the term chosen by the borrowers, the loan automatically matures, without the need of demand or further notice, upon retirement, separation, permanent disability or death of the borrowers.

Upon the maturity of the loan, the entire principal amount including all interest and other charges payable, shall be due and payable without need of demand or further notice.

**12. Renewal of the Loan**

Renewal by the borrowers of their loan will be allowed on or after the anniversary date of approval of the loan.

**13. Loan Pre-termination**

The borrowers may pre-terminate the loan during its term subject to the full payment of outstanding balance of the principal amount, including all interest and other charges payable.

**14. Loan Cancellation**

Once the loan is approved and the loan proceeds have been credited to the eCard account, the borrowers have no more option to cancel the loan but only to pre-terminate it by paying the full amount of the outstanding balance including accrued interest, if any, without any right to demand for reimbursement of service fee and such other fees that might have been collected under such loan.

**15. Authority to Apply Payment**

In case of maturity of the loan and it remains outstanding either in whole or in part, both for the principal amount and interest, the GSIS is authorized to collect, deduct or withhold from whatever benefits that may be due the borrowers, their heirs, beneficiaries, assignees or successors-in-interest, the amount equivalent to the outstanding balance of the loan, inclusive of interest, penalties and surcharges. Such authorization shall remain effective until full payment of the loan or any other outstanding obligation of the borrowers to the GSIS.

It is expressly understood that any unpaid balance or outstanding obligation of the borrowers to the GSIS, by virtue of the loan and/or other obligation, shall constitute a lien over any benefits/claims that may be due the borrowers.

Should such benefits/claims from the GSIS be insufficient to cover the remaining balance, GSIS shall not be prevented from filing the necessary civil and administrative action(s) for recovery either against the borrowers or their estate.

**16. Attorney's Fees**

Should the GSIS be compelled to file an action for collection or to enforce any right hereunder against the borrowers or avail of any remedy under the law or this Agreement, the borrowers shall pay an amount equivalent to twenty five (25%) percent of all amounts outstanding and unpaid as and for attorney's fees and litigation expenses.

**17. Venue**

Any legal action, suit, or proceeding arising out or relating to this Agreement, shall be brought or instituted in the appropriate courts in the City of Pasay or such other venue at the exclusive option of the GSIS. In the event the borrowers initiate any legal action arising from or under this Agreement, for whatever causes, the borrowers agree to initiate such action only in the City where the principal office of the GSIS is located.

**18. Transfer/Change of Office**

The borrowers shall immediately inform the GSIS of their transfer to any government office/agency. If the borrowers opted to pay through monthly payment via salary deduction, this application shall be sufficient authority for the GSIS to effect collection through salary deduction from his new office/agency.

**19. Notices**

All notices required under this Agreement or for its enforcement shall be sent to the Office Address or at Postal/Mailing Address indicated in the Personal Data portion of this application or as such other address as may be indicated hereafter by the borrowers to the GSIS. The notices sent shall be valid and sufficient for all legal intents and purposes.

*I confirm that I have read and fully understood the **COMPULSORY LIFE INSURANCE POLICY LOAN** Terms and Conditions and undertake to comply with them. Furthermore, I hereby authorize the GSIS, through my employer (government agency), to deduct from my terminal leave benefits any remaining outstanding loan obligations I may have with the GSIS upon my separation or retirement. I understand that the remittance thereof by my employer to the GSIS shall first be undertaken before the issuance of a GSIS clearance for the release of my remaining terminal leave benefits, if any.*

*I confirm my understanding of the Privacy Policy of the GSIS pursuant to the requirements of Republic Act (R.A.) No. 10173, otherwise known as the Data Privacy Act, and consent to the manner of collection, use, access, disclosure and processing of my personal and sensitive personal data by the GSIS.*

*Finally, pursuant to R.A. No. 9510, otherwise known as the "Credit Information System Act", and its Implementing Rules and Regulations (IRR), I hereby acknowledge and consent to: 1) the regular submission and disclosure of my basic credit data and updates thereon to the Credit Information Corporation (CIC); and 2) the sharing of my basic credit data with lenders authorized by the CIC, and credit reporting agencies and outsourced entities duly accredited by the CIC, subject to the provisions of R.A. No. 9510, its IRR and other relevant laws and regulations.*

\_\_\_\_\_  
SIGNATURE OF MEMBER/BORROWER

\_\_\_\_\_  
TIN

\_\_\_\_\_  
DATE SIGNED