



EMERGENCY LOAN APPLICATION

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 at the back hereof.

TO BE FILLED UP BY THE MEMBER/APPLICANT

Name of Applicant _____
Last Name _____ First Name _____ Middle Name _____
Birth Date _____ Policy No. _____ GSIS ID No. _____
Mailing/Residential Address _____
Present Office _____
Tel. No. _____ Cellphone No. _____ E-mail Address _____
For **DEPED Employees Only:** Division No. _____ Station No. _____ Employee No. _____

LOAN AMOUNT: P _____
TYPE OF LOAN: New Renewal

APPLICATION AGREEMENT

I hereby acknowledge as my indebtedness to GSIS the amount approved by way of Emergency Loan and hereby agree to pay the loan principal, interest and other charges due in thirty six (36) monthly amortizations.

I hereby agree that the loan principal, interest and other charges shall be deducted from my salary. For this purpose, I hereby authorize whosoever is or will be the Treasurer/Disbursing/Collection Officer of my present or future government office to deduct from my salary the required monthly amortization.

I further agree that:

- In the event the Treasurer/ Disbursing/Collection Officer of my present or future government office fails to deduct from my salary the said monthly amortization and charges on due date, I shall personally pay directly to the GSIS the said amount, including penalties, surcharges and interest in order to update my account.
- The term of this loan will immediately mature upon my retirement/separation, death or permanent disability and all outstanding balance on the emergency loan herein secured or may hereafter be secured as an additional loan shall be deducted from the proceeds of whatever benefits due as a result of the occurrence of any of the said contingencies.
- This loan shall at all times be subject to the terms and conditions stated in this application.

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

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 amounts deducted therefrom in payment of my unpaid obligations with GSIS and fully conform to the same.

SIGNATURE OF MEMBER/BORROWER

TIN: _____

Date Signed

NOTE: The loan shall require a co-maker if the status of employment of the applicant is temporary, casual, or contractual.

CO-MAKER'S UNDERTAKING

(To be filled out by the Co-Maker)

_____, presently residing at _____, am a permanent employee in the same agency as the applicant/borrower, and, an active member of GSIS with at least ten years of permanent government service and with policy/ID number _____, hereby undertake to pay the above loan applied for including interests and penalties thereon in the event the applicant/borrower defaults in the payment of his/her loan obligation for whatever cause. I hereby authorize GSIS to deduct from whatever loans or claims proceeds accruing to me the aforementioned amount in order to satisfy this undertaking, aside from the usual legal remedies that GSIS may avail in the enforcement thereof.

SIGNATURE OF CO-MAKER

Date Signed

TO BE FILLED UP BY THE AGENCY

The undersigned officer certifies that: (1) the above signatures of the | The undersigned officer undertakes to deduct from the salary of the

TERMS AND CONDITIONS

Eligibility Requirements

A Member who is in active service and satisfies all of the following conditions may qualify for an emergency loan:

- 1.1 Member is a resident or is working in the area declared as a calamity area;
- 1.2 Member is in the service and not on leave of absence without pay.
- 1.3 Member has no pending administrative or criminal case.
- 1.4 Member has no arrearages in the payment of mandatory social insurance contributions.
- 1.5 Member has no loan that has been declared in default.

Amount of Loan

The amount of emergency loan shall be P20, 000.00.

Interest Rate

The loan shall incur interest at the rate of eight (8% p.a.) percent per annum computed in advance.

Term of the Loan

The loan principal, interest and other charges due shall be paid in thirty six (36) monthly amortizations.

The monthly amortization shall be paid thru payroll deductions. For this purpose, the Borrower shall authorize whosoever is or will be the Treasurer/Disbursing/Collection Officer of his present or future government office to deduct from his salary the required monthly amortization. It is understood that the Borrower cannot authorize the stoppage of such payroll deduction until full payment of the loan and other charges that may have accrued thereon.

In the event that deduction as above authorized is not effected for whatever reason, the borrower hereby undertakes to pay directly to the GSIS any and all amortizations due.

Due Date of First Monthly and Succeeding Monthly Installments

The first monthly amortization shall be due on or before the 10th of the following month if the loan is granted before the 10th of the month and every month thereafter until the loan is paid; or if the loan is granted after the 10th of the month, the payment shall be due on or before the 10th of the next following month and every month thereafter until the loan is paid.

Service Fee

A service fee of 1% of the gross loan amount shall be deducted from the proceeds of the loan.

Crediting of Loan Proceeds

The proceeds of the loan shall be directly credited to the eCard account of the borrower.

Maturity of the Loan

This loan matures at the end of the payment term of thirty six (36) months or upon retirement, separation, permanent disability or death of the borrower if any of these events occurs before the expiration of the said term of the loan. In which case, the entire principal amount of this loan including all interest and other charges payable, shall be due and payable without need of demand or further notice, all of which are hereby expressly waived by the Borrower.

If upon maturity, the loan remains unpaid, the outstanding balance (principal plus interest) shall be charged an interest of 8% per annum simple and a penalty of 0.5% per month.

Conditions for Renewal

In the event that the granting of an emergency loan in an area is approved before the full payment of a previous emergency loan of a member-borrower, renewal shall be allowed only if twelve (12) monthly amortizations have already been paid but not earlier than the anniversary date of the previous loan. The outstanding balance of the previous loan, including surcharges, if any, shall be deducted from the proceeds of the new loan.

3. Loan Pre-termination

The Borrower may pre-terminate the loan during its term subject to the full payment of outstanding balance less a pretermination discount if the pretermination is made within 24 months from date of grant as follows:

No. of months into the Term	Applicable Discount
0 to 12	P3,200.00
13 to 24	P1,600.00
25 to 36	None

1. Loan Cancellation

Once the loan is approved and the loan proceeds have been credited to his eCard account, the borrower has 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.

2. Authority to Apply Payment

In case of maturity of this loan and it remains outstanding either in whole or in part, both for principal and interest, or in case any of the amortizations become in arrears, the GSIS is authorized to collect, deduct or withhold from whatever benefits or loan proceeds that may be due the Borrower, his/her heirs, beneficiaries, assignees or successors-in-interest, the amount equivalent to the outstanding balance of this 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 Borrower to the GSIS.

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

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 borrower or his estate.

3. Penalty charges

Monthly repayments due but unpaid or paid partially shall be assessed a penalty charge of one-half (0.5) % for every month of delay on the unpaid repayment or portion thereof until the same is fully paid.

4. Emergency Loan Redemption Insurance (ELRI)

This loan is compulsorily covered by ELRI for which the Member will be assessed a premium equivalent to 1.2% of the loan amount to be deducted from the proceeds of the loan.

If the loan is in default, the ELRI shall be deemed lapsed and the outstanding balance of the loan shall become due and demandable. Should the Borrower die or become permanently or totally disabled while this loan is still outstanding, the theoretical balance of the loan (the balance on the loan if the Borrower consistently pays on or before the due dates) after the death or disability of the Borrower shall, by virtue of the insurance coverage, be deemed paid. In case there are arrearages on the loan, the difference between the actual balance and the theoretical balance shall be deducted from whatever benefits that may be due the deceased or disabled Borrower. The insurance coverage is automatically terminated when the Borrower pays the loan in full, or renews the loan, or upon expiration of the term of the loan, whichever comes first.

5. Events of Default

The following shall be considered events of Default:

- 14.1 Failure of the Borrower to pay three (3) consecutive monthly installments.
- 14.2 Material misrepresentation in this loan application committed by the Borrower or Authorized Indorsing Official of the employer of the Borrower.
- 14.3 Failure of the Borrower to comply, perform or observe any other provision, term, condition under this Loan Agreement.
- 14.4 Dismissal from service with forfeiture of benefits

5. Consequences of Default

If an Event of Default occurs and continues to occur, the GSIS may, at its option declare the entire principal amount of this Loan including all interest and other charges payable, to be due and payable without need of demand or further notice, all of which are hereby expressly waived by the Borrower. Further, all GSIS loan privileges of the Member-Borrower shall also be suspended, except when the proceeds of the new loan shall be used to settle the arrearages thereon.

7. Attorneys Fees

Should the GSIS be compelled to refer the Loan or any portion thereof to an Attorney-at-Law for collection or to enforce any right hereunder against the Borrower or avail of any remedy under the law or this Agreement, the Borrower 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.

3. 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 GSIS. In the event the borrower initiates any legal action arising from or under this agreement, for whatever causes, the borrower agrees to initiate such action only in the City where the principal office of GSIS is located.

3. Transfer/Change of Office

The Borrower shall immediately inform the GSIS of his transfer to any government office/agency, and, for the continued remittance of the borrower's monthly payment on the loan, this application shall be sufficient authority for GSIS to effect collection through salary deduction from his new office/agency.