NATIONAL ADMINISTRATIVE REGISTER · APRIL 30, 2015

APPROVAL OF THE ENHANCED GSIS CONSOLIDATED SALARY LOAN PLUS PROGRAM

GSIS Resolution No. 60, April 30, 2015

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Adopted: 30 April 2015
Date Filed: 08 June 2015
WHEREAS, consistent with the GSIS mission of providing member-focused programs, the Board issued Resolution No. 203 dated 11 December 2014, approving further amendments to the Policy and Procedural Guidelines on the GSIS Consolidated Salary Loan Plus (Conso-Loan Plus) Program (PPG No. 201-09), approved through Resolution No. 135 dated 5 August 2009, as amended, by (i) extending the maximum term of the Conso-Loan from six (6) years to ten (10) years for borrowers with at least ten (10) years of Period with Premium Payments (PPP); (ii) increasing the maximum loanable amount for borrowers with at least fifteen (15) years of PPP; and (iii) amending the due date of the first monthly amortization to effectively remove the three-month grace period;

WHEREAS, there are provisions in Board Resolution No. 203-2014 that need to be clarified to operationalize the same;

RESOLVED, to APPROVE and CONFIRM the Policy and Procedural Guidelines on the Enhanced GSIS Consolidated Salary Loan Plus Program, incorporating the following enhancements to PPG No. 201-09, as amended, as proposed by the Officer-in-Charge, Office of the Senior Vice President, Corporate Services Group and Corporate Planning Office, in her Memorandum dated 27 April 2015:

- The Minimum Loanable Amount shall be Fifteen Thousand Pesos (Php15,000.00), consistent with the system parameter value for Minimum Loan Amount currently set at Php15,000.00.

- The minimum PPP to qualify for the Enhanced GSIS Conso-Loan Plus Program shall be twenty (20) months.

- The increase in maximum loanable amount shall only apply to regular active members with at least fifteen (15) years of PPP.

- The due date of the first monthly amortization shall be synchronized with the monthly billing run, as follows:

Day of the Month that the Loan was Granted

Due Date of the First Monthly Amortization

On or before the 23rd day of the month 10th day of the month immediately following loan granting

After the 23rd day of the month 10th day of the 2nd calendar month following loan granting

- A pro-rata charging of interest shall be adopted, computed from the date of loan granting up to the end of the month when the loan was granted.

- The order of priority of application of payment shall be:

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a) Redemption Insurance premium;
b) Principal;
c) Interest; and
d) Penalty.

RESOLVED FURTHER, that Board Resolution (BR)No. 135 dated 5 August 2009, BR No. 129 dated 16 August 2012, BR No. 134 dated 28 November 2013, and BR No. 203 dated 11 December 2014 are hereby SUPERSEDED, and all other PPGs, Office Orders and other internal rules inconsistent herewith are likewise SUPERSEDED and/ or AMENDED accordingly.

A copy of the PPG on the Enhanced GSIS Consolidated Salary Loan Plus Program is made an integral part of this Resolution.

Certified Correct:

(SGD) ATTY. MARIA THERESA ABESAMIS-RAAGAS
Corporate Secretary

Confirmed:

(SGD) ROBERT G. VERGARA
Vice Chairman

(SGD) KARINA CONSTANTINO-DAVID
Trustee

(SGD) GREGORIO T. YU
Trustee

(SGD) ROMAN FELIPE S. REYES
Trustee

(SGD) MARIO J. AGUJA
Trustee

(SGD) ELISEA G. GOZUN
Trustee

(SGD) ROMEO M. ALIP
Trustee

(SGD) GERALDINE MARIE BERBERABE-MARTINEZ

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Trustee

Attachment:

Policy and Procedural Guidelines No. 284-15

Enhanced GSIS Consolidated Salary Loan Plus Program

I. BACKGROUND/RATIONALE

The GSIS, driven by its relentless effort to improve its services, continuously provides loan windows that may be availed of by members. On 18 October 2006, the System issued Board Resolution (BR) No. 141 and approved the GSIS Consolidated Salary Loan (Conso-Loan) Program (PPG No. 193-06), a loan package which consolidated all existing loans of a member (except housing loan). This enabled the GSIS to monitor and administer its loan portfolio more efficiently while continuing to assist its members financially.

With same fervor, the GSIS upgraded the Conso-Loan Program by issuing BR No. 135 on 05 August 2009 which approved PPG No. 201-09 (GSIS Conso-Loan Plus) making the loan package more beneficial to its members by consolidating Salary Loan, Restructured Salary Loan, Enhanced Salary Loan, Emergency Loan Assistance and Summer One- Month Salary. This has resulted in the full liquidation of outstanding balances of the said loans and the waiver of outstanding penalties and surcharges upon approval of the application far the GSIS Conso-Loan Plus.

On 16 August 2012, consistent with the GSIS adherence to transparency and in compliance with Republic Act No. 3765 (The Truth in Lending Act), the Board of Trustees issued BR. No. 129 approving PPG 217-12 (Addendum to PPG No. 201-09) which clarified and disclosed interest charges on Conso-Loan accounts for the first three (3) months of the loan term.

On 26 September 2013, BR No. 98 was issued by the GSIS which effectively approved and confirmed the amendment .to Section III of PPG 201-09 on the waiver of penalty charges on the Conso-Loan accounts of active members.

Further, Office Order No. 227-14 was issued on 19 February 2014 to provide guidelines on the computation of interests on Conso-Loan Plus accounts covered by Redemption Insurance pursuant to BR No. 134 dated 28 November 2013.

Finally, on 11 December 2014, consistent with GSIS mission of providing member- focused programs, the Board issued BR No. 203 which: 1) extended the maximum term of Conso-Loan from six (6) years to 10 years for members with at least 10 years of Period with Paid Premiums (PPP); 2) increased the maximum loanable amount for members with at least 15 years of PPP; and 3) amended the due date of the first monthly amortization to effectively remove the three-month grace period.

The following guidelines are hereby issued to clarify BR 203, further enhance the terms and conditions of the GSIS Conso-Loan Plus Program and guide all Operating Units Concerned for uniform implementation of policies.

II. OBJECTIVE

To provide guidelines for the reinforcement of provisions under BR 203 and implementation of the Enhanced GSIS Conso-Loan Plus Program.

III. DEFINITION OF TERMS

A.

Basic Monthly Salary - The fixed amount of money paid to an employee by an employer in return for work

performed within a given month.

B.

Date of Loan Granting- The date when the header corresponding to the loan availed of is created in the IT system of the GSIS.

C.

Up-to-date Account - A loan account where correct monthly amortization is consistently paid and the outstanding balance is equal to or less than the theoretical balance.

D.

Account in arrears - A loan account with unpaid amortizations equivalent to six (6) months or less.

E.

Account default - A loan account with arrearages more than the total monthly amortizations for six (6) months.

F.

Theoretical Balance - The balance of the loan if all the monthly amortizations due were paid in accordance with the payment plan or amortization schedule of the loan.

G.

Outstanding Balance - The sum of the unpaid balance at the end of the month prior to loan renewal including, penalties and surcharges, if any.

H.

Permanent Regular Members - Members who are appointed to a permanent position or elected to a position in the service and are required by law to remit regular monthly contributions.

I.

Non-Permanent Regular Members - Members whose employment in the service are either co-terminous, confidential, contractual, casual or emergency but are required by law to remit regular monthly contributions.

IV. POLICIES

A. QUALIFIED BORROWERS

Active regular members and special members 1 , tagged as such in their respective Member's Service Profiles (MSPs), shall be qualified to avail of the Enhanced Conso-Loan Plus, provided that:

- They have no pending administrative case and/or criminal charge; and

- They have paid and remitted at least three (3) monthly premium contributions for both Personal Share and Government Share within the last six (6) months prior to application.

Employees of agencies already tagged as "Suspended" shall not be qualified to avail of this loan facility. The lifting of suspension status, however, will result in the restoration of the loan privileges of their employees 2 .

B. APPLICATION

Application for the Enhanced Conso-Loan Plus shall be done personally through the GW@PS kiosk. Over-the-counter application in any GSIS office shall only be allowed in case the application through kiosk is

not possible.

Likewise, over-the-counter application shall be done personally by the member-borrower with properly accomplished application form for the Enhanced Conso-Loan Plus together with a copy of the eCard or UMID eCard.

C. ELECTRONIC CERTIFICATION

The Agency Authorized Officers (AAOs) shall be required to certify the loan application through the “Secured On-Line Loan Certification Module” prior to the processing of the application. The certification shall indicate that:

- The member is in active service in the agency;

- The member has no pending administrative and/or criminal case;

- The information supplied by the member is true and correct based on the records of the agency;

- The member is not on leave of absence without pay;

- The net take-home pay of the member is still within the minimum net take-home pay required by the General Appropriations Act after the regular monthly amortization due on the loan is deducted; and

- The monthly amortization shall be deducted from the member’s monthly salary.

Only applications certified by the AAO within seven (7) calendar days shall be processed. Applications not acted upon by the AAO within seven (7) calendar days shall be cancelled. The member shall be informed of the cancellation through e-mail.

D. CONSOLIDATION OF LOANS

The Enhanced GSIS Conso-Loan Plus shall consolidate the following loans:

- Salary Loan;

- Restructured Salary Loan;

- Enhanced Salary Loan;

- Emergency Loan Assistance; and

- Summer One-Month Salary Loan.

The consolidation of the loans shall result in the full liquidation of the outstanding balances on the above loans. The outstanding balances of such loans, including penalties and surcharges (if any) to be waived, shall be computed up to the date of granting of the Enhanced GSIS Conso-Loan Plus.

E. WAIVER OF PENALTIES FOR FIRST AVAILMENT

Outstanding penalties and surcharges of the loans to be consolidated shall be deemed waived upon approval of the application.

F. LOAN AMOUNT

- Minimum Loanable Amount

The minimum loanable amount shall be Php15,000.00.

- Maximum Loanable Amount

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- For Regular Active Members

The maximum loanable amount shall depend on the members' Period with Paid Premiums (PPP) and computed Basic Monthly Salary (BMS) based on actual premiums posted.

Table 1 indicates the maximum loanable amount for the Enhanced GSIS Conso- Loan Plus.

PPP

Maximum Loanable Amount

> 20 months

3 x BMS

> 40 months

4 x BMS

> 5 years

7 x BMS

> 10 years

10 x BMS

> 15 years

12 x BMS

> 25 years

14 x BMS

Table 1. Maximum Loanable Amount
To consolidate the loans and to cover the advance deductions (interest and Redemption Insurance) and other required fees, the minimum loan amount must be 105% of the outstanding balances (Outstanding Balance x 105%).

However, if the prescribed maximum loan amount is less than the minimum loan amount (105% of the outstanding loan balance), then the loan amount shall be set at 105% of the outstanding balance.

- Special Members

The loanable amount for Judges and Justices shall be defaulted to 10 months of their BMS.

For other Special Members, the loanable amount shall likewise be defaulted to 10 months of their BMS, subject to the execution of a memorandum of agreement (MOA) with the GSIS.

- For first time borrower, the member can choose the amount of loan and the corresponding loan term based on his or her PPP.

- For consolidation and loan renewal, the member, both regular and special, has the option to choose a lower loan amount provided that the proceeds of the loan will be sufficient to cover aggregate balance for the existing loan accounts including the fees charged.

- Failure to indicate the preferred loan amount shall mean that the member is applying for the maximum loan amount for which the member is qualified to avail.

G. DUE DATE OF FIRST MONTHLY AMORTIZATION

The remittance due date of the monthly amortizations shall be on or before the 10th day of each month following the due month until the loan is fully paid.

- For loans granted on or before the 23rd of the month, the first due month shall be the calendar month following the granting of the loan. The loan amortization shall be remitted by the agency to GSIS on or before the 10th of the month following such due month.

For example:

Date of Loan Granting

08 January 2015

First Due Month

February 2015

Remittance Due Date (Deadline for Remittance to GSIS)

10 March 2015

- For loans granted after the 23rd of the month, the first due month shall be the 2nd calendar month following the granting of the loan, and shall be remitted by the agency to GSIS on or before the 10th day of the month following such due month.

For example:

Date of Loan Granting

26 January 2015

First Due Month

March 2015

Remittance Due Date (Deadline for Remittance to GSIS)

10 April 2015

H. COMPUTATION OF INTEREST

- Interest Rate

The interest shall be twelve percent (12%) per annum compounded annually based on a diminishing balance.

- Number of Days to be Considered in the Computation of Interest

- For the Enhanced Conso-Loan Plus, pro-rata interest covering the days from loan granting up to the end of the month prior to the first due month shall be deducted in advance from the loan proceeds.

- The interest to be deducted in advance (lDA) shall be computed as follows:

1)

Upon granting of first Enhanced Conso-Loan Plus

a)

Interest to be deducted in advance (IDA) on the new loan shall be computed as follows:

(See Image (NAR) VOL. 26 NO. 2/ APRIL - JUNE 2015 page 391)

where:

GLA

= Gross Loan Amount

dnew

= number of days from loan granting up to the end of month prior to the first due month

2)

Upon renewal of Enhanced Conso-Loan Plus

a)

If the loan renewal is granted from the 1st to 9th day of the month, the total interest to be deducted in advance from the loan proceeds shall be:

(See Image (NAR) VOL. 26 NO. 2/ APRIL - JUNE 2015 page 392)

b)

If the loan renewal is granted on or after the 10th day of the month, the interest to be deducted in advance shall be equivalent to the pro-rated interest on the incremental loan amount.

(See Image (NAR) VOL. 26 NO. 2/ APRIL - JUNE 2015 page 392)

where:

OB

= outstanding balance at the end of the month immediately prior to loan renewal

GLA

= Gross Loan Amount of the new loan

dold

= number of days from the end of the month immediately prior to loan renewal to the date of loan renewal

dnew

= number of days from loan granting/renewal up to the end of the month prior to the first due month

dactual

= number of days in the month of loan renewal

I. REDEMPTION INSURANCE

- The Enhanced Conso-Loan Plus shall have redemption insurance (RI) to safeguard the interests of both the member and the GSIS in case of the former’s untimely death during the term of the loan.

- The RI rate shall depend on the term of loan, to wit:

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Loan Term

Monthly RI Rate (Per Php 1,000 of Loan Amount)

1 year to pay

0.29

2 years to pay

0.30

3 years to pay

0.32

4 years to pay

0.34

5 years to pay

0.36

6 years to pay

0.38

7 years to pay

0.40

8 years to pay

0.42

9 years to pay

0.44

10 years to pay

0.46

- To ensure that the member is covered with RI from the date of loan granting, an advance RI premium shall be deducted from the loan proceeds as follows:

Date of Loan Granting

RI Premium to be Deducted

On or before the 23rd of the month

Equivalent to 1 month

After the 23rd of the month

Equivalent to 2 months

- If the member dies and the loan is up to date, the loan shall be deemed fully paid by virtue of the RI coverage.

- In case the loan is in arrears, only the theoretical outstanding balance shall be covered by the RI benefit and

shall be deemed fully paid.

The arrearages, however, shall be deducted from whatever benefits due the deceased. In case the arrearages exceed the benefits due the deceased, the excess shall be deducted from the subsequent benefits due the heirs.

- In case the loan is in default, the RI coverage shall be deemed lapsed or cancelled. Thus, the outstanding balance at the time of death shall be due and demandable and shall be deducted from whatever benefits due the deceased. In case the outstanding balance exceeds the benefits, the excess shall be collected from the subsequent benefits due the heirs.

- No RI premiums shall be collected from any benefit that the deceased member and his or her legal heirs are entitled to.

- The RI is automatically terminated when the member pays the loan in full or upon expiration of the term of the loan, whichever comes first.

J. COMPUTATION OF FEES

The following fees shall be charged upon loan granting:

- Service Fee - 1% of the incremental gross loan amount
For this purpose, the incremental gross loan amount refers to the difference of loan amount and the outstanding balances of the existing loans to be consolidated. It is the amount that can be borrowed before insurance and fees.

- Renewal Fee - 1% of outstanding balance of consolidated loans; and

- eProcessing Fee - Php50.00.

K. COMPUTATION OF NET PROCEEDS

The net proceeds of the Enhanced GSIS Conso-Loan Plus shall be computed as follows:

Loan Amount (refer to the Table of Maximum Loanable Amount)

xx

Less: Outstanding Balance of Consolidated

xx

Loans or Old Conso-Loan
IDA
Advance LRI Premium
Service Fee (1% of the Incremental Gross Loan Amount)
Renewal Fee (1% of the Outstanding Balance of Consolidated Loans or Old Conso-Loan)
eProcessinq Fee (Php50.00)

xx

xx
xx
xx

xx

xx

Proceeds before Arrearages

xx

Less: Loan Arrearages

xx

Net Proceeds

xx

L. TERM

- For Permanent Regular Members

The maximum term of the Enhanced Conso-Loan Plus shall be six (6) years for members whose PPP is less than 10 years, and ten (10) years for members whose PPP is at least 10 years.

- For Non-Permanent Regular Members

The maximum term of the Enhanced Conso-Loan Plus shall be two (2) years for members whose PPP is less than 10 years, and six (6) years for members whose PPP is at least 10 years.

- For Special Members, both Permanent and Non-Permanent

The maximum term of the Enhanced Conso-Loan Plus for Judges and Justices shall be set at 10 years.

For other Special Members, the maximum term shall likewise be set at 10 years subject to the execution of a MOA with the GSIS.

- The member shall be given the option to choose a shorter term in increment of one (1) year or 12 months.

- Failure to indicate payment term shall be interpreted as preference for the longest term to which the member is qualified.

M. MONTHLY AMORTIZATION

The monthly amortization (MA) shall be computed as follows:

MA = Loan Amount + Monthly RI Premium

Annuity Factor

Where the Annuity Factor is

(See Image (NAR) VOL. 26 NO. 2/ APRIL - JUNE 2015 page 394)

where r = (1+12%)[(1/12)] - 1

n = number of paying periods in months

N. TENTATIVE COMPUTATION

A tentative computation shall be provided in the GW@PS kiosk upon loan application. In case the actual net loan proceeds do not match the tentative computation, the GSIS shall inform the AAO and the member of such adjustments through e-mail.

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O. e-CREDITING OF LOAN PROCEEDS

The proceeds of the Enhanced GSIS Conso-Loan Plus shall be directly credited to the eCard account of the member. The AAO and member shall be informed of the loan crediting through e-mail.

P. PAYMENT MECHANISM

- The monthly amortization shall be paid through payroll deduction.

- The Accounts Management Division/Billing, Collection and Reconciliation Division in the Central/Branch/ Extension Offices shall:

- Send the Weekly Notice to Deduct to the Finance or Disbursing Officers of the respective member in accordance with the Accounts Administration Manual;

- Send regular monthly billing to individual members indicating the deficiency in the total amount due for the month as against the actual amount paid;

- Include the required RI premium in the monthly positive billing for members whose agencies are under moratorium;

- Monitor granted Enhanced Conso-Loan Plus accounts, inform the agency and member concerned on accounts not yet fully paid but loan repayments were stopped and advise the resumption of payroll deduction;

- Individual accounts with outstanding balance equal to or less than Php10.00 shall be automatically tagged as “fully paid”. The tagging of fully paid accounts either through direct payment, CLASP, or payroll deduction shall be done by an authorized officer of the unit/department concerned; and

- The member shall directly remit to the GSIS the loan installment as they fall due under the following instances:

1)

His or her name is excluded from the monthly collection list;

2)

He or she is on secondment, on study leave without pay[3] or extended leave without pay;

3)

The monthly amortization is not deducted and/or remitted by the agency; and

4)

The loan amortization deducted from the payroll is not sufficient to cover the full loan amortization due.

Q. APPLICATION OF PAYMENTS

- The order of priority for the application of payment shall be as follows:

- RI premium

- Principal

- Interest

- Penalty

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- If in arrears, the “move-up” policy shall be adopted wherein the payments are first applied to the earliest unpaid month until the month’s full amount due has been fully collected.

- Lumped repayments in which distributions are indicated in the electronic remittance file (ERF) shall be distributed accordingly and moved-up as appropriate.

Otherwise, the amount due for the subject month shall be satisfied first. Afterwhich, the remaining amount shall be applied as advance payment to the principal balance of the loan.

- Any payment received by the GSIS pertaining to the loan/s already consolidated or renewed shall be automatically applied as an advance payment to the principal balance of the existing loan.

- In case of delayed posting of an earlier payment, the system shall apply the said payment to the earliest open item consistent with the “move-up” policy.

R. RENEWAL

The Enhanced GSIS Conso-Loan Plus may be renewed any time as long as there are net proceeds on the loan renewal, after deducting the outstanding balances of the previous Conso-Loan and other loans enumerated under Section IV.D.

If a loan account is in arrears or in default upon loan renewal, the following shall apply:

- A loan account in arrears shall be charged interest.

- A loan account in arrears shall incur a penalty at the rate of 1% per month, compounded monthly, until the arrears are paid.

- A loan account in default shall incur a penalty at the rate of 6% per annum, compounded monthly.

- The penalty shall form part of the outstanding balance deductible from the proceeds of loan renewal.

S. PRE-TERMINATION

The Enhanced GSIS Conso-Loan Plus may be pre-terminated by paying the outstanding balance of the loan before the end of the loan term.

T. CANCELLATION

Once the loan has been credited in the eCard account, the member shall not have the option to cancel the loan but may only pre-terminate the same without any right to demand for reimbursement of the fees

U. COMPULSORY PRE-TERMINATION

The loan agreement shall be deemed pre-terminated upon the death, resignation, permanent disability, retirement or separation from service of the member, in which case, the outstanding balance shall be due and demandable and shall be collected by GSIS from claims of members or their heirs, or by other courses of action (administrative or civil).

Retiring members may opt to avail of the Choice of Loan Amortization Schedule for

Pensioners (CLASP), subject to existing policies and procedures.

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V. DEFAULT

In the event of default, the outstanding balance of the loan becomes due and demandable without need of demand or further notice, all of which the member expressly waives.

In case of failure to pay the outstanding balance declared in default, the outstanding balance shall be charged with an interest equivalent to 12% per annum compounded monthly (pacm) and a penalty of 6% pacm, from the date of default until the date of full payment.

W. RECOVERY OF AMOUNT/S CREDITED IN THE eCARD

GSIS shall have the right to recover by any legal means possible, any amount in the eCard account credited thereon by the GSIS due to fraud, misrepresentation or error on account of any transaction which the member may have with the GSIS.

X. REFUND OF OVERPAYMENTS AFTER END OF LOAN TERM

At the end of the loan term, any overpayment shall be treated in accordance with the policy guidelines on treatment of excess payment.

Y. ACCOUNTING ENTRIES

The pro-forma accounting entries to be adopted for the different transactions, including adjustments in the application of payment, shall be provided by the Controller Group (CG).

Z. MONTHLY REPORTORIAL REQUIREMENTS

The Information Technology Services Group (ITSG) shall provide the facility to generate the monthly reports to the Operations Groups, Corporate Planning Office (CPO), Internal Audit Services Office, CG and Financial Management Group for monitoring purposes.

AA. INFORMATION DISSEMINATION

The Corporate Communications Office shall prepare information materials for the dissemination of this PPG.

BB. COMPUTERIZED SYSTEM

The ITSG shall provide the necessary computer services support and automation enhancements that will efficiently and effectively implement the Enhanced GSIS Conso- Loan Plus granting and payment systems including the generation of reports.

CC. MANUAL OF OPERATIONS AND OTHER DOCUMENTATION REQUIREMENTS

To ensure that all documents pertaining to the Enhanced Conso-Loan Plus Program conform to this PPG, the following shall be observed:

- The Manual of Operations for affected FG processes, including the Branch Offices, shall be updated to reflect the policy guidelines in this PPG;

- The Operations Groups, in coordination with the Legal Services Group, shall prepare and submit the revised Terms and Conditions and loan application form to ITSG and CPO, respectively.

This PPG shall supersede PPG No. 201-09 on the GSIS Consolidated Salary Loan Plus (Conso-Loan Plus)

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Program and subsequent amendments thereto. This PPG shall take effect immediately.

(SGD) ROBERT G. VERGARA
President and General Manager
Date Signed: April 30, 2015

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[1] PPG No. 234-13, Processing of Claims and Loan Privileges of Reclassified Members from Regular to Special, 07 June 2013.

[2] PPG No. 227-13, Non-Suspension of Loan Privileges of Employees of Agencies, 02 May 2013.

[3] PPG No. 272-14, Treatment of Members Who Are On Secondment and Study Leave Without Pay, 01 December 2014.

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