Republic of the Philippines
Department of Education
REGIONAL OFFICE IX- ZAMBOANGA PENINSULA

Office of the Regional Director

Advisory No. 197, s. 2024
July 25, 2024
In compliance with DepEd Order No. 8, s. 2013
this Advisory is issued not for endorsement per DO 28, s. 2001
but only for the information of DepEd officials,
personnel/staff, and the concerned public.
(Visit www.deped.gov.ph)

INTERIM GUIDELINES ON THE SUBMISSION OF CLAIMS UNDER THE NATIONAL INDEMNITY INSURANCE PROGRAM (NIIP)

Attached is OUF-2024-0552 dated July 22, 2024, from the Office of the Undersecretary for Finance, Annalyn M. Sevilla, titled ***"Interim Guidelines on the Submission of Claims under the National Indemnity Insurance Program (NIIP),"*** for your information, guidance, and dissemination.

FSD/PSDC/LGP/svc/Ad
005/July 25, 2024

Elejorde Gregorio Cyrus Ricafort
CN=Elejorde Gregorio Cyrus Ricafort,
SERIALNUMBER=012BN0045/0S, OU=Region Ix, O=Department of Education, C=PH

Republic of the Philippines
Department of Education
OFFICE OF THE UNDERSECRETARY FOR FINANCE

MEMORANDUM
OUF-2024-0552

TO : **REGIONAL DIRECTORS**

FROM : **ANNALYN M. SEVILLA**
Undersecretary

SUBJECT : **INTERIM GUIDELINES ON THE SUBMISSION OF CLAIMS UNDER THE NATIONAL INDEMNITY INSURANCE PROGRAM (NIIP)**

DATE : **July 22, 2024**

I. RATIONALE

Safeguarding the national assets of the Philippine Government from events of disaster, Bureau of Treasury embarked on its initiative to provide a comprehensive insurance coverage for important government assets through the National Indemnity Insurance Program (NIIP).

On 01 January 2024, the Bureau of Treasury (BTr) officially implemented the NIIP to establish financial resilience on government's critical assets against natural calamities/disasters. Specifically, it aims to provide adequate and comprehensive insurance protection to socio-economically important government assets against perils such as typhoons, floods, storm surges, earthquakes, and volcanic eruptions.

The NIIP provides cushion on government finances from unexpected losses arising from disaster and ensures access to funding post-disaster for reconstruction or repair. The NIIP, insured under the Government Service Insurance System (GSIS), has piloted the Department of Education (DepEd) school buildings for the year 2024 with an approximate value of Php 800 billion. With the given funding capacity of the insurance, it covers 132,862 school buildings nationwide.

With such financial protection, this guideline directs the responsible offices involved in filing insurance claims for the school covered under the NIIP.

II. SCOPE OF THE POLICY

The claims through NIIP shall cover the school buildings only. School furniture/equipment and other facilities are not covered by these guidelines. The BTr provided a list of public school buildings that are covered by the NIIP.[1] This policy shall cover insurance claims for damaged schools from January 1 to December 31, 2024.

III. PROCEDURES

A. Claims Eligibility Criteria

Based on the NIIP Policy Contract, school buildings damaged by the following disasters are covered by the claims:

1. Fire/Lightning;
2. Typhoon;
3. Flood;
4. Full Earthquake;
5. Volcanic Eruption; and
6. Storm Surge.

Full criteria and coverage are provided in the attached NIIP Policy.[2]

B. Payout Claims Procedures

1. Below is the payout claims procedures:

Activity	Sub-Activity	Indicative Timeline	Documents	Responsible Person
Request for Claim	Filing of Notice of Claim by the School to the Schools Division Office (SDO)	Within 3 days from the date of event occurrence *(can be done ahead of the submission of documentary requirements)*	Email or written notice to the Schools Division Superintendent (SDS), copy furnished Education Facilities Section (EFS) and the SDO - Disaster Risk Reduction Management (DRRM) Coordinator	School Head
	Filing of Notice of Claim by SDO to Regional Office (RO)	Within 3 days from the date of submission from School	Email or written notice to BTr, copy furnish the Regional Office, and Central Office – DRRMS and Education Facilities Division	Schools Division Superintendent (SDS)

[1] List of the school buildings covered under the NIIP can be accessed through this link: https://tinyurl.com/ycv7t25n

[2] Copy attached as **Annex A**

Activity	Sub-Activity	Indicative Timeline	Documents	Responsible Person
		(can be done ahead of the submission of documentary requirements)	(EFD)/School Infrastructure Management Office (SIMO)	
	Filing of Notice of Claim by the RO to BTr	Within 2 days from the submission from SDO	Email or written notice to BTr, copy furnish the Regional Office, and Central Office – DRRMS and Education Facilities Division/School Infrastructure Management Office	Regional Director (RD)
	Submission of Claim Documentary Requirements by the School to SDO	Within 5 days from the date of event occurrence	Email or Written Report to the SDO - DRRM Coordinator, containing the following details: 1. Incident/Calamity Report *(template provided in item VI)*	School Head
	Submission of Vetted Rapid Assessment of Damages Report (RADaR) *(template provided in item VI)* by the DRRM Coordinator to the SDO-EFS	Within 3 days from receipt of documents submitted from the school	Email or written transmittal of the vetted assessment form through RADaR to the Division Engineer	SDO-DRRM Coordinator
	Preparation and Submission of Program of Works and As-built plan of damaged school buildings *(template provided in item VI)* after the site validation by the SDO-EFS to the SDO – Office of the SDS	Within 10 days upon receipt of the documents submitted from SDO DRRM Coordinator	Email or written transmittal of the following to the SDS: 1. Incident/Calamity Report from the School Head 2. Vetted RADaR from Division DRRM Coordinator, noted by the SDS 3. POW and As-built plan of damaged school buildings from the Division Engineer, reviewed and recommended by the SGOD Chief and approved by the SDS	Division Engineer

Activity	Sub-Activity	Indicative Timeline	Documents	Responsible Person
	Submission of the Claim Documentary Requirements by the SDO to RO	Within 3 days upon receipt of the documents submitted from SDO-EFS	Email or written transmittal to the Regional Office of the following, copy furnish the CO-DRRMS and EFD/SIMO 1. Incident/Calamity Report from the School Head 2. Vetted RADaR 3. POW and As-built plan of damaged school buildings	SDS
	Submission of the Consolidated Claim Documentary Requirements by the RO to BTr	Within 2 days upon receipt of the documents from the SDO	Email or written transmittal to the Regional Office of the following: 4. Incident/Calamity Report from the School Head 5. Vetted RADaR POW and As-built plan of damaged school buildings	RD
Payout *(for approved claims)*	A separate memorandum detailing the procedures for the release of proceeds will be issued once the Bureau of the Treasury (BTr) and the Department of Budget and Management have finalized the matter.			

2. For submission to BTr, please address to the Treasurer of the Philippines. The email submission of notice and claim documents (photos, school buildings affected, as built plan of the school, repair cost estimate, etc.) shall be forwarded to spalmanza@treasury.gov.ph, egmarino@treasury.gov.ph, shchua@treasury.gov.ph, addais@treasury.gov.ph, ard@treasury.gov.ph, and cmspd@treasury.gov.ph, copy furnish the DepEd Central Office at usec.financebpm@deped.gov.ph and epmo@deped.gov.ph.

3. Attached is the Memorandum of Understanding between GSIS and BTr for the implementation of NIIP.[3]

IV. Procurement and Implementation

Once the payout claim is available, the SDO shall proceed with the procurement and contract implementation in accordance with the following modes of procurement pursuant to the RA No. 9184, otherwise known as the Government Procurement Reform Act (GRPA), or RA No. 12009, otherwise known as the New Government Procurement and its Implementing Rules and Regulations, upon its effectivity.

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[3] Copy attached as **Annex B**

V. Monitoring and Evaluation

In the interim, this Office, through the **Education Programs Management Office (EPMO)**, shall monitor the implementation of the NIIP.

A separate memorandum shall also be issued on the procedures, forms, and templates to operationalize the monitoring and evaluation of the implementation of this policy.

For question/clarifications/concerns, please contact the EPMO via email at epmo@deped.gov.ph or telephone number (02) 8637 4211.

For ease of coordination, please provide in the following link the focal person from the Regional Offices that may be contacted should there be questions/concerns/clarifications related to NIIP: https://bit.ly/NIIPRegionalFocal

VI. Templates

The samples or templates of the following may be access through this link: https://bit.ly/NIIPTemplates

a. **Incident/Calamity Report**
b. **Vetted RADaR**
c. **Program of Work**
d. **As-built Plan of the Damaged School Building**

Cc: Office of the Secretary
Office of the Undersecretary for School Infrastructure and Facilities
Office of the Undersecretary for Administration
Office of the Undersecretary for Operations
Office of the Assistant Secretary for Field Operations
Office of the Director for Disaster Risk Reduction Management Service
Education Facilities Division
All other offices concerned

GSIS Government Service Insurance System
Financial Center, Pasay City, Metro Manila 1308

BILL NO.:

Name and address of insured: 10BOT00001
BU OF TREASURY
AYUNTAMIENTO BLDG ST A SORIANO AVE INTRAMUROS, MANILA 1002
MANILA

Policy ID.: 1000782123
Bill: 24-2381634
Bill Date: 15-DEC-2023
Line: FIRE
Currency: PHILIPPINE PESO
FICC: 6000005098

Policy No.: FI-NM-GSISHO-0045859
Endt No. :

From : JAN 01, 2024 To : DEC 31, 2024
Sum Insured: PHP 843,110,000,000.00
Item VARIOUS DEPED SCHOOL BUILDINGS

	TSI	PREMIUM
F/L	843,110,000,000.00	838,871,375.00
FE	843,110,000,000.00	630,730,357.13
T	843,110,000,000.00	158,056,276.79
VE	843,110,000,000.00	373,687.50
FLOOD	843,110,000,000.00	157,682,589.29

Total Premium :	1,785,714,285.71
Doc Stamps :	223,214,286.00
Fire Service Tax :	0.00
DST on COC :	0.00
Premium Tax :	0.00
Other Charges :	0.00
Value Added Tax :	214,285,714.29
TOTAL AMOUNT DUE :	PHP 2,223,214,286.00

Prepared by : SSRIVERA
Received by :
Intermediary: TPH

GOVERNMENT SERVICE INSURANCE SYSTEM

JASON C. TENG
ACTING EXECUTIVE VICE PRESIDENT-CBS

SUCCESS Document 7201279991 was posted in company code GSIS

Policy ID 1000782123

Line & Subline FIRE NON-MORTGAGE **Policy No.** FI-NM-GSISHO-0045859 **Term** **From** JAN 1, 2024 **To** DEC 31, 2024 **Issue Date** DEC 15, 2023	Premium 1,785,714,285.71 Doc Stamps 223,214,286.00 Premium Tax 0.00 Fire Service Tax 0.00 VAT 214,285,714.29 Local Tax 0.00 Other Charges 0.00 **Amount Due** 2,223,214,286.00 Currency PHILIPPINE PESO

Assured : BU OF TREASURY
Address : AYUNTAMIENTO BLDG ST A SORIANO AVE INTRAMUROS, MANILA

TOTAL SUM INSURED : PHP 843,110,000,000.00

SUM INSURED : PHP PHP 843,110,000,000.00 ON THE FOLLOWING ITEMS :

ITEM PROPERTY INSURED

1 VARIOUS DEPED SCHOOL BUILDINGS 843,110,000,000.00

LOC. OF RISK : VARIOUS LOCATIONS NATIONWIDE — DISTRICT: MLA001, BLOCK : UNBLK

SCHEDULE OF RATES AND PREMIUMS :

Item	Perils	TI	Sum Insured	Premiums
1	Fire And Lightning	3.1.1.A	843,110,000,000.00	838,871,375.00
	Full Earthquake	7.1.0.1	843,110,000,000.00	630,730,357.13
	Typhoon (With Storm Surge)	9.1.0.1	843,110,000,000.00	158,056,276.79
	Volcanic Eruption	3.1.1.A	843,110,000,000.00	373,687.50
	Flood	9.2.0.II	843,110,000,000.00	157,682,589.29
			ITEM SUB-TOTAL	****************
			TOTAL	****************

GENERAL INFORMATION :

LINE	:	FIRE INSURANCE
INSURED	:	THE BUREAU OF THE TREASURY
PROPERTY INSURED	:	Various Schools of Department of Education Nationwide
PERIOD OF INSURANCE	:	FROM: 01 JANUARY 2024 (00:00 HOUR) TO : 31 DECEMBER 2024 (24:00 HOURS)
COVERED PERILS	:	Fire, Lightning and natural catastrophes (such as Typhoons,

Documentary Stamps to the value stated above have been affixed and properly cancelled on the office copy of the Policy.

ATTACHED TO AND FORMING PART OF THE POLICY ID FI-NM-GSISHO-0045859

		Flood, Earthquake, Volcanic Eruptions and Storm Surges)
TOTAL SUM INSURED	:	Php843,110,000,000.00
PERILS	:	Fire/Lightning Typhoon Flood Full Earthquake Volcanic Eruption Storm Surge
DEDUCTIBLES	:	The Insured shall bear the first amount of loss; Fire/Lightning - NIL Typhoon, Flood, Earthquake, Volcanic Eruption & Storm Surge - 2% of the actual cash value of the property affected at the time of loss for each claim or series of claims arising out of one occurrence
WARRANTIES & CLAUSES	:	Terms and Conditions of the GSIS Standard Fire Policy Typhoon Endorsement Flood Endorsement Full Earthquake Endorsement Volcanic Eruption Endorsement Storm Surge Endorsement Provision on GSIS Applicable Taxes and Documentary Stamp Tax Provision for Filing Notice of Loss Guidelines on Submission of Supporting Documents for Non-Motor Claim Provision on Non Issuance of Provisional Receipt Premium Payment Warranty

Note:

1. Premium for Storm Surge included in Typhoon peril premium.

2. Summary of Breakdown of School Buildings per Region:

Documentary Stamps to the value stated above have been affixed and properly cancelled on the office copy of the Policy.

ATTACHED TO AND FORMING PART OF THE POLICY ID FI-NM-GSISHO-0045859

CORDILLERA ADMINISTRATIVE REGION (CAR)	Php 13,785,000,000.00
ABRA	4,880,000,000.00
APAYAO	3,290,000,000.00
IFUGAO	3,300,000,000.00
MOUNTAIN PROVINCE	2,315,000,000.00
CARAGA (Region XIII)	Php 11,885,000,000.00
DINAGAT ISLANDS	682,500,000.00
SURIGAO DEL NORTE	3,467,500,000.00
SURIGAO DEL SUR	7,735,000,000.00
NATIONAL CAPITAL REGION (NCR)	Php 70,157,500,000.00
MANILA, NCR, FIRST DISTRICT	6,080,000,000.00
NCR FOURTH DISTRICT	17,705,000,000.00
NCR SECOND DISTRICT	27,727,500,000.00
NCR THIRD DISTRICT	18,645,000,000.00
Region I	Php 23,255,000,000.00
ILOCOS NORTE	10,057,500,000.00
ILOCOS SUR	10,762,500,000.00
PANGASINAN	2,435,000,000.00
Region II	Php 36,412,500,000.00
BATANES	617,500,000.00
CAGAYAN	18,185,000,000.00
ISABELA	17,610,000,000.00
Region III	Php118,577,500,000.00
AURORA	5,650,000,000.00
BATAAN	11,592,500,000.00
BULACAN	28,177,500,000.00
NUEVA ECIJA	23,680,000,000.00
PAMPANGA	23,455,000,000.00
TARLAC	14,197,500,000.00
ZAMBALES	11,825,000,000.00
Region IV-A	Php101,482,500,000.00
BATANGAS	24,047,500,000.00
CAVITE	19,202,500,000.00
LAGUNA	11,545,000,000.00
QUEZON	29,347,500,000.00
RIZAL	17,340,000,000.00

Documentary Stamps to the value stated above have been affixed and properly cancelled on the office copy of the Policy.

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Region IV-B	Php 23,002,500,000.00
OCCIDENTAL MINDORO	8,420,000,000.00
ORIENTAL MINDORO	14,582,500,000.00
Region V	Php 86,837,500,000.00
ALBAY	13,232,500,000.00
CAMARINES NORTE	10,405,000,000.00
CAMARINES SUR	29,117,500,000.00
CATANDUANES	6,112,500,000.00
MASBATE	13,687,500,000.00
SORSOGON	14,282,500,000.00
Region VI	Php115,697,500,000.00
AKLAN	10,117,500,000.00
ANTIQUE	12,102,500,000.00
CAPIZ	14,837,500,000.00
GUIMARAS	2,470,000,000.00
ILOILO	38,247,500,000.00
NEGROS OCCIDENTAL	37,922,500,000.00
Region VII	Php 35,025,000,000.00
BOHOL	17,427,500,000.00
CEBU	17,597,500,000.00
Region VIII	Php 51,457,500,000.00
EASTERN SAMAR	8,735,000,000.00
LEYTE	31,210,000,000.00
NORTHERN SAMAR	11,512,500,000.00
Region IX	Php 38,385,000,000.00
ZAMBOANGA DEL NORTE	13,875,000,000.00
ZAMBOANGA DEL SUR	15,695,000,000.00
ZAMBOANGA SIBUGAY	8,815,000,000.00
Region X	Php 32,040,000,000.00
BUKIDNON	11,165,000,000.00
LANAO DEL NORTE	7,217,500,000.00
MISAMIS OCCIDENTAL	5,055,000,000.00
MISAMIS ORIENTAL	8,602,500,000.00
Region XI	Php 59,430,000,000.00

ATTACHED TO AND FORMING PART OF THE POLICY ID FI-NM-GSISHO-0045859

COMPOSTELA VALLEY	14,337,500,000.00
DAVAO DEL NORTE	8,412,500,000.00
DAVAO DEL SUR	21,595,000,000.00
DAVAO OCCIDENTAL	4,880,000,000.00
DAVAO ORIENTAL	10,205,000,000.00
Region XII	Php 25,680,000,000.00
NORTH COTABATO	13,150,000,000.00
SOUTH COTABATO	12,530,000,000.00

**TMS # NEW-HO-202302299721 dated 15 December 2023.

WARRANTIES AND CLAUSES AT THE TIME OF ISSUE :

SUBJECT TO GSIS STANDARD FIRE POLICY TERMS & CONDITIONS

FULL EARTHQUAKE ENDORSEMENT

In consideration of the payment by the Insured to the Company of an additional premium the Company agrees, notwithstanding what is stated in the printed conditions of this policy to the contrary, that this insurance covers loss or damage (including loss or damage by fire) to any of the property insured by this Policy occasioned by or through or in consequence of Earthquake.

Provided always that all the conditions of this policy shall apply (except in so far as they may be hereby expressly varied) and that any reference therein to loss or damage by fire should be deemed to apply also to loss or damage occasioned by or through or in consequence of Earthquake.

1. Consequential Loss

No consequential loss or damage of any kind or description nor any loss or damage caused by confiscation or willful destruction by Government or any Municipal or Local Authority is covered.

2. Excess Clause

IT IS UNDERSTOOD AND AGREED THAT the Insured shall bear that portion of the loss or damage caused by earthquake to each affected item of insured property equivalent to 2% of its actual cash value at the time of loss, for each claim or series of claims arising out of one occurrence. For the purpose of this clause, the following shall be considered as separate items of insured property, regardless of what is indicated in the policy schedule:

ATTACHED TO AND FORMING PART OF THE POLICY ID FI-NM-GSISHO-0045859

1. Each building, including machinery, equipment and fixtures normal to its operation;

2. All machinery and equipment contained in each building;

3. All stocks in trade (raw materials, work-in-process, supplies and finished goods),contained in each building;

4. All other contents contained in each building.

All losses caused by earthquake or series of earthquake (whether continuous or sporadic and whether or not due to the same seismic conditions) during each period of 48 consecutive hours commencing from the first tremor shall be considered as arising out one occurrence.

In case of other insurance on the same item of property, this clause shall apply only one regardless of the number of policies or insurers.

It is further understood and agreed that in the computation of the claims payable, Condition No. 20 (Average Clause) of this Policy shall apply after the application of the deductible provided herein.

IT IS FURTHER UNDERSTOOD AND AGREED THAT notwithstanding what is stated in Condition Nos. 11 and 12 of this Policy to the contrary if this policy is issued for a period of less than one year or if this policy is surrendered by the Insured for cancellation, premium shall be charged or retained in accordance with the following scale of percentages of the annual rate:

From inception up to 3 months 50%
In excess of 3 months up to six months 75%
After six (6) months...........................100%

TYPHOON AND FLOOD ENDORSEMENT

TYPHOON ENDORSEMENT

IT IS HEREBY UNDERSTOOD AND AGREED THAT in consideration of the Payment by the insured to the Company of an additional premium, it is hereby agreed that this insurance as herein defined subject to the Special Conditions hereinafter contained extends to include loss or damage directly caused by Typhoon.

ATTACHED TO AND FORMING PART OF THE POLICY ID FI-NM-GSISHO-0045859

DEFINITION:
The term "TYPHOON" as used in this endorsement shall be understood to mean a Typhoon or Storm recorded by the Weather Bureau.

SPECIAL CONDITIONS:
1. It is a condition of this insurance that the Insured undertakes to exercise all ordinary and reasonable precautions for the safety of the property.

2. Unless liability is specifically assumed by amendments to this endorsement, the Company shall not be liable for loss or damage to buildings in the course of construction or reconstruction (or their contents) unless entirely enclosed and under roof with all outside doors and windows permanently in place or property contained in any portion of any building described in this policy not completely enclosed and roofed.

3. The company shall not be liable for:
   a) Loss or damage caused directly or indirectly by flood, tidal wave, high water or overflow whether driven by wind or not. The Company shall not be liable for loss and/or damage caused directly or indirectly by backing up of sewers, drains, canals, creeks, rivers and/or storm drainage system.

   b) Loss or damage caused directly or indirectly by landslide, subsidence, cloud burst or explosion, whether incidental to Typhoon or by theft whether occurring during or after a Typhoon or by the neglect of the Insured to use all reasonable means to save and preserve the property during and after a Typhoon.

   c) Loss or damage caused by rain whether driven by wind or not, unless the building insured or containing the property insured shall first sustain an actual damage to roof or walls by the direct force of a Typhoon and shall then be liable for such loss or damage to the building or insured property therein as may be caused by rain entering the building through openings in the roof or walls direct action of such Typhoon.

   d) Water damage as a result of doors, windows, transoms or roof lights being left open, notwithstanding the existence or presence of Typhoon.

   e) Loss or damage to any building, or the contents thereof, if on the happening of such loss or damage the building was already in a damage, defective, fallen or displaced condition as regards foundations, walls,

ATTACHED TO AND FORMING PART OF THE POLICY ID FI-NM-GSISHO-0045859

ceiling, roofs, roof gutters and flushing, roof lights, air vents, doors, windows and transoms.

f) Loss or damage occasioned by or through or in consequence of the action or order of any government or public authority.

4. In the event of this policy being surrendered by the Insured for cancellation, the Company shall retain a premium in accordance with customary Short Period of Rate Scale.

5. It is understood and agreed that the insured shall bear the first 2% of the actual value of the affected item/s under this endorsement on any one Typhoon occurrence the duration and extent of which shall be limited to 168 consecutive hours.

   It is further understood and agreed that in the computation of loss or damage, Condition No. 20 (Average Clause) of this Policy shall apply after the application of deductible as provided herein.

6. Provided always that all the printed conditions of the policy to which this schedule is attached shall apply except as they may be hereby expressly varied.

FLOOD ENDORSEMENT

IT IS HEREBY UNDERSTOOD AND AGREED THAT in consideration of the Payment by the Insured to the Company of an additional premium, it is hereby agreed that this insurance as herein defined subject to the Special Conditions hereinafter contained extends to include loss or damage directly caused by Flood.

DEFINITION:
The term "FLOOD" is defined as the entry of water into the premises insured, from without, due to the inundation of land not usually covered by water, (a) by reason of an extra ordinary high tide or (b) following Typhoon, Cyclone, and/or Windstorm or (c) due to the bursting or overflowing of rivers, reservoirs, canals and the like.

SPECIAL CONDITIONS :
1. It is a condition of this Insurance that the Insured undertakes to exercise all ordinary and reasonable precautions for the maintenance and safety of the property.

2. Unless liability is specifically assumed by the amendment to this endorsement, the Company shall not be liable for loss or damage to the following property:

   (a) goods in the open, or
   (b) drains, water courses, boundary walls, retaining walls, gates, posts, fences, driveway roads, walks or bulkheads.

3. The Company shall not be liable for:

(a) Loss or damage caused directly or indirectly by landslide, subsidence, cloudburst or explosion, whether incidental to Flood or not by theft whether occurring during or after a Flood, nor by the neglect of the Insured to use all reasonable means to save and preserve the property during and after a Flood.

(b) Loss or damage caused by overflowing, bursting or leakage of water tanks, pipes and other water apparatus; loss or damage caused by overflowing of gutters and downpipes or bursting or overflowing of municipal or other public water supply mains; loss or damage due to seepage, leakage or influx of water from basement wall, including doors, windows and other openings therein, foundations, basement floors and sidewalks or water, which backs up through sewers or drains; loss or damage occasioned by high water unless directly caused by Flood as defined herein.

(c) Loss or damage occasioned by or through or in consequence of the action or order of any government or public authority.

(d) Loss or damage to property which at the time of the happening of such loss or damage, is insured by or would, but for the existence of this policy, be insured by Marine or Plate Glass policy or policies.

(e) Consequential loss or damage of any kind or description whatsoever.

4. In the event of this Policy being surrendered by the Insured for cancellation, the company shall retain a premium in accordance with the customary Short Period of Rate Scale.

5. IT IS UNDERSTOOD AND AGREED THAT the Insured shall bear that portion of the loss or damage caused by flood to each affected item of Insured property equivalent to 2% of its actual cash value at the time of the loss, for each claim or series of claims arising out of any one flood occurrence the duration and extent of which shall be limited to 168 consecutive hours. For the purpose

of this clause, the following shall be considered as separate items of Insured property, regardless of what is indicated in the policy schedule.

1) Each building, including machinery, equipment and fixtures normal to its operations;

2) All machinery and equipment contained in each building;

3) All stocks in trade (raw materials, work-in process, supplies and finished goods), contained in each building.

4) All other contents contained in each building.

6. Provided always that all the conditions of the policy shall apply except as they may be hereby expressly varied.

VOLCANIC ERUPTION ENDORSEMENT

IT IS HEREBY UNDERSTOOD AND AGREED THAT in consideration of the payment by the Insured to the Insurer of an additional premium, the Insurer agrees, notwithstanding what is stated in the printed conditions of this Policy to the contrary, that this insurance covers direct loss or damage (including loss or damage by fire) to any of the property insured by this Policy occasioned by volcanic eruption reported and recorded by the Philippine Institute of Volcanology and Seismology (PHIVOLCS).

DEFINITION:

Volcanic eruption shall mean the process wherein molten rock materials (collectively called as magma or lava) are emitted or ejected in the form of flowing masses (lava flows and pyroclastic flows), discrete particles (volcanic ash and pyroclastic and steam (water vapor and gases) from a crater, vent or fissure.

Provided always that all the conditions of this policy shall apply (except in so far as they may be hereby expressly varied) and that any reference therein to loss or damage occasioned by volcanic eruption.

CONSEQUENTIAL LOSS

No consequential loss or damage of any kind or description nor any loss or damage caused by confiscation or willful destruction by Government or any Municipal or Local Authority is covered.

EXCESS CLAUSE

IT IS UNDERSTOOD AND AGREED THAT the Insured shall bear that portion of the loss or damage caused by volcanic eruption to each affected item of insured property equivalent to 2% of its actual cash value at the time of loss, for each claim or series of claims arising out of one occurrence. For the purpose of this clause, the following shall be considered as separate items of insured property, regardless of what is indicated in the policy schedule.

1. each building, including machinery, equipment and fixtures normal to its operations;
2. all machinery and equipment contained in each building;
3. all stocks in trade (raw materials, work in process, supplies and finished goods), contained in each building;
4. all other contents contained in each building

All losses caused by volcanic eruption or series of volcanic eruption (whether continuous or sporadic and whether or not due to the same seismic conditions) during each period of 48 consecutive hours commencing from the first recorded volcanic eruption shall be considered as arising out of one occurrence.

In case of other insurances on the same item of property, this clause shall apply only once regardless of the number of policies or insurers.

In the event of this Policy being surrendered by the Insured for cancellation, the company shall retain 100% of the premium notwithstanding what is stated in Condition Nos. 11 and 12 of this Policy to the contrary.

EXCEPT AS VARIED BY THIS ENDORSEMENT, all other terms and conditions remain the same.

STORM SURGE ENDORSEMENT

This endorsement is subject to the terms and conditions of this policy and to the following additional terms and conditions.

ATTACHED TO AND FORMING PART OF THE POLICY ID FI-NM-GSISHO-0045859

In consideration of the payment by the Insured of the premium, the Insurer agrees to cover the insured properties against physical loss or physical damage occurring during the period of insurance caused or occasioned by Storm Surge reported and recorded by the Philippine Atmospheric, Geophysical and Astronomical Services Administration (PAGASA).

DEFINITION:

A "Storm Surge" is a rise in sea level that occurs during tropical cyclones, intense storms also known as typhoons or hurricanes. The storms produce strong winds that push the water into shore, which can lead to severe flooding in coastal areas.

DEDUCTIBLE:

IT IS UNDERSTOOD AND AGREED, that the Insured shall bear the portion of the loss or damage caused by Storm Surge to each affected item of Insured property equivalent to 2% of its actual cash value at the time of loss, for each claim or series of claims arising out of any one Storm Surge occurrence, the duration and extent of which shall be limited to 168 consecutive hours.

In case of other insurance on the same item of property, this clause shall apply only once regardless of the number of Policies or Insurers.

It is further understood and agreed that in the computation of the claims payable, Condition No. 20 (Average Clause) of this Policy shall apply after the application of the deductible provided herein.

Except as varied by this Endorsement, other terms and conditions remain the same.

PROVISION ON GSIS NON-ISSUANCE OF PROVISIONAL RECEIPT

GSIS does not issue a provisional receipt as proof of premium payment for all insurance policies issued. An official receipt shall be issued upon payment by the Assured.

GUIDELINES ON SUBMISSION OF SUPPORTING DOCUMENTS FOR NON-MOTOR CLAIM

1. The Assured/Claimant must submit the complete basic documentary requirements within thirty (30) calendar days from the date of

notification of loss/claim.

2. The Claims Processor and/or Independent Adjuster may request additional requirements which the Assured/Claimant shall submit within fifteen (15) calendar days from receipt of the GSIS written notification of additional requirements.

3. Submission of documents may be extended for justifiable reason/s, subject to the submission of a written request by the Assured/ Claimant within the original mandatory period.

   The request for extension shall approved by the Claims Department Manager in the Central Office and the Branch Manager concerned in the Branch Offices, provided that the extension of time should not be more than the prescribed period,i.e. additional 30 calendar days for the submission of the complete basic documentary requirements and another 15 calendar days for the submission of additional requirements reckoned from the lapse of the original mandatory period.

4. Failure of the assured/Claimant to submit the documents within the required or extended period shall result in the denial of the claim. For this purpose, the Operating Units Concerned shall ensure that the Assured/Claimant is properly notified in writing of the requirements, its corresponding timelines and the implication of its non- or delayed submission.

PROVISION ON GSIS APPLICABLE TAXES & DOCUMENTARY STAMP TAX:

It is understood that all applicable taxes, including Documentary Stamp Tax (DST), if any shall be borne by the Insured.

PROVISIONS FOR FILING NOTICE OF LOSS

The Insured under the Policy is required to file a Notice of Loss to the Insurance Company, without unnecessary delay, that is , within sixty (60) days from the date of accident or discovery of the loss.

Failure to submit said Notice of Loss on the a bove stipulated prescription period shall mean a loss of interest on the part of the

ATTACHED TO AND FORMING PART OF THE POLICY ID FI-NM-GSISHO-0045859

Insured and will exonerate the Insurer from any liability on the benefit of the Insurance to which the Insured may be entitled to.

PREMIUM PAYMENT WARRANTY

The total amount reflected in the bill is due and payable within 60 days from receipt of the bill.

In case of claim arising in this policy, the said amount becomes immediately due and demandable.

IN WITNESS WHEREOF, the company has caused this policy to be signed by its duly authorized officer/representative at Financial Center, Pasay City as of the date of issue.

JASON C. TENG

ACTING EXECUTIVE VICE PRESIDENT-CBS

MEMORANDUM OF UNDERSTANDING

KNOW ALL MEN BY THESE PRESENTS:

02 JUN 2021

This Memorandum of Understanding (MOU) made and executed this ___ day of ________, 2021 by and between:

BUREAU OF THE TREASURY, a government line bureau under the Department of Finance, Republic of the Philippines, with principal address at Ayuntamiento Building, Cabildo corner A. Soriano Streets, Intramuros, Manila, represented herein by the Treasurer of the Philippines, **MS. ROSALIA V. DE LEON** (hereinafter referred to as the **"BTr"**);

-and-

GOVERNMENT SERVICE INSURANCE SYSTEM, a social insurance institution created under Commonwealth Act. No, 186, as amended, and operating under its present Charter. Republic Act No. 8291, otherwise known as the "GSIS Act of 1997", with principal address at the GSIS Headquarters Building, Financial Center Area, Pasay City, Metro Manila, represented herein by its President and General Manager, **MR. ROLANDO L. MACASAET**, who is duly authorized for this purpose (hereinafter referred to as the **"GSIS"**).

***WITNESSETH THAT*:**

WHEREAS, under Executive Order No. 449, BTr has the mandate to manage cash resources and formulate adequate operations guidelines for fiscal and financial policies;

WHEREAS, under Republic Act (RA) No. 656, as amended, a General Insurance Fund was established to be administered by the GSIS to indemnify/compensate the government for damages to or loss of its properties due to fire, earthquake, storm, or other casualties;

WHEREAS, the BTr and GSIS mutually agree that improving the financial resilience of government assets against natural and/or human-induced calamities, epidemics, crises, and catastrophes remains a key priority of the Parties;

WHEREAS, the BTr and GSIS agree to embark on a partnership to further improve the resilience of government assets through the implementation of innovative risk financing programs;

WHEREAS, the programs likewise aim to ensure the fiscal health of the government following natural catastrophes as reflected in the National Government's Disaster Risk Financing (DRF) Strategy;

WHEREAS, the implementation of a National Indemnity Insurance Program for the national government can protect its Strategically Important Assets (SIA) against natural catastrophe risks such as typhoons, earthquakes, storm surges, volcanic eruptions and floods;

WHEREAS, it is critical to the program that the national government be indemnified of the loss promptly and judiciously, for rapid post-disaster recovery and reconstruction;

NOW, THEREFORE, for and in consideration of the foregoing premises and of the terms and conditions hereinafter set forth, the Parties hereby mutually agree as follows:

ARTICLE I
PURPOSE

This MOU sets out the understanding between the Parties on the procedures that shall be followed for the settlement of claims under the National Indemnity Insurance Program.

ARTICLE II
REPRESENTATIVES

Each Party hereby designates and appoints below its representative with overall responsibility for implementing this MOU. The Parties may, by written notice to the other Party, designate additional or different persons as points of contact but the Parties expect to have only one person at a time designated as the person with overall responsibility for all activities undertaken to this MOU.

For BTr:
Rosalia V. De Leon
Treasurer of the Philippines
rvdeleon@treasury.gov.ph

For GSIS
Rolando L. Macasaet
President and
General Manager
rlmacasaet@gsis.gov.ph

ARTICLE III
GENERAL PROVISION

This MOU serves as a basis for cooperation between the Parties in relation to the program described in Article I. It does not create any legally binding obligations, confer any rights modify, or supersede any laws and regulations in force or applicable in the Republic of the Philippines. This MOU does not create any enforceable rights, nor does it affect any arrangements made or to be made between the Parties under any other MOU.

ARTICLE IV
CLAIMS PROCEDURE

The detailed activities, timeframe, documentary requirements, and the responsible parties are as follows:

Activity	Sub-Activity	Timeframe	Documents	Responsible Parties
Request for Claim	Filing of Notice of Claim	Within 30 days from date of event occurrence (can be done ahead of documentary requirements submission)	Email or written notice to GSIS Claims Department	BTr upon advice of the beneficiary agency
	Submission of Claim Documentary Requirements	Within 30 days from date of event occurrence	Formal Notice of Loss which includes the responding policy, date of loss, nature of loss and the	The BTr to submit to GSIS the documents upon receipt of those documents from the

			contact number & email address of the person-in-charge; Repair Estimate; Photos of the damaged property; and As-built plan of the damaged property	beneficiary agency
Evaluation of Damages and Determination of Payout	Claims Evaluation and Determination of Payout	Within 30 days from receipt of Complete Claims Documents May extend if additional documents for evaluation will be needed/settlement not reached. If additional documents are needed, submit within 15 days from receipt of notice	Adjustment report generated Settlement Offer (Conformity and Acceptance) Additional documents, as may be necessary.	Adjuster, Reinsurers, GSIS, other concerned parties, if any Broker, if any, to assist in Claims Management Settlement Offer accepted by BTr upon advice of the beneficiary agency
Payout	Payout Remitted by GSIS to BTr	Within 30 days from Payout amount determined and assured accepting settlement offer, regardless of whether payout is sufficient.		GSIS
	BTr confirms receipt of payout proceeds	Within 5 days from receipt of Payout in BTr account	Certificate of Funds Availability issued by BTr to beneficiary agency, copy furnishing the DBM	BTr
	Agency Request for NCA		NCA Request	Beneficiary Agency
	DBM to issue NCA		NCA	DBM

ARTICLE V
AMENDMENTS

A. Any amendments to this MOU shall be made only with the prior written consent of each of the parties to this MOU.

B. The Parties may modify amend, or revise any provisions of this *MOU*: Provided, that the requesting party tenders at least thirty (30) days prior written notice of the proposed modification/amendment/revision. The other Party/Parties may agree to the proposal or provide their own modification/amendment/revision to the proposal in writing. The modification, amendment or revision shall be deemed approved and effective once a written agreement is signed by the Parties.

C. Any modification, amendment and/or revision shall have the same effect as the original agreement and shall be considered as an integral part thereof.

ARTICLE VI
GOVERNING LAW AND JURISDICTION

This MOU shall be governed by, and construed in accordance with, the laws of the Republic of the Philippines.

ARTICLE VII
REPRESENTATION AND WARRANTIES

With respect to its authority to execute and implement MOU,

A. The GSIS represents and warrants that:

1. It is a social insurance institution validly existing under the laws of the Republic of the Philippines and has all the necessary power and authority to own its properties and carry on its business as presently carried on and has obtained all necessary licenses and permits to engage in business and perform its obligations under this MOU, and, generally, complied with all applicable laws.

2. It has full power, legal right and authority to enter into this MOU and to do all acts and things and execute and deliver all other documents as are required hereunder to be done, observed or performed by it in accordance with its terms.

B. The BTr represents and warrants that it has full power, legal right and authority to enter into and perform it obligations under MOU and to do all acts and things and execute and deliver all other documents as are required hereunder to be done, observed or performed by it in accordance with its terms.

The representations and warranties contained under this Article shall survive the termination of this MOU.

ARTICLE VIII
SEVERABILITY

In the event any one or more of the provisions contained in this MOU is declared by a competent court to be invalid, illegal or unenforceable, in any respect, the validity, legality, and enforceability of the remaining provisions herein shall not in any way be affected or impaired thereby. The parties hereto shall endeavor in good faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions to give effect to the intent of the Parties.

ARTICLE IX
CONFIDENTIALITY

A. The Parties mutually agree that it will hold and secure any Confidential Information in strict confidence. The Parties agree that any information shall be treated with utmost confidentiality, and that the Parties and their respective employees/representatives will use reasonable efforts to protect such information against disclosure without the written consent of the disclosing party. Each Party shall exercise the same degree of care as it applies to protect its own confidential information of similar nature that it does not desire to publish, disclose, or disseminate. This obligation shall continue in full force and effect subsequent to and notwithstanding the expiration of this MOU.

For purposes hereof, "Confidential information" refers to information, in any form, which the Disclosing Party considers secret, private, privileged, classified, or proprietary, including but not limited to written, oral, visual, audio information, or those produced by electronic media or through any other means.

B. At any time that the security and confidentiality of information is threatened or compromised, the Parties shall immediately suspend the implementation of any specific project entered into by the Parties until such time that the threat or deficiency is corrected to the satisfaction of the Parties.

C. This confidentiality obligation does not apply to information where a Party can prove that:
1. It was legitimately received or is being legitimately received from a third party with no restrictions on disclosure;
2. It was already generally known upon completion of the MOU or subsequent thereto, without infringement of the obligations contained in this MOU;
3. It forms part of information which is independently acquired or developed by a party on its own without violating the provisions of this MOU; and
4. Either Party is required by law, court order or other governmental action to disclose all or any part of the confidential information; provided, however, that when either Party reasonably anticipates or has reasonable cause to anticipate that such Party may be so required, the concerned Party must notify the other Party within twenty-four (24) hours of such actual or anticipated requirement and must use its best endeavors, as may be consistent with the concerned Party's legal obligations, to delay and withhold such disclosure until the other party has had an opportunity to oppose such disclosure by lawful means;

D. The Parties hereby agree to keep and maintain custody of all records of all transactions relative to this MOU for a period of three (3) years. Such records shall include all copies of all transaction forms, receipts, accounting stubs for checks and other related documents. Each Party agrees to provide copies of any such records upon request of the other Party.

ARTICLE X
DATA PRIVACY

A. In accordance with R.A. No. 10173, otherwise known as the "Data Privacy Act of 2012", and its Implementing Rules and Regulations (IRR) and other applicable issuances by the National Privacy Commission (NPC), each party shall, in connection with this *MOU*, comply in all respects with the laws and regulations relating to data privacy protection and shall ensure that appropriate organizational, physical, and technical measures are in place to maintain the confidentiality, integrity and security of all personal data that may come to its knowledge or possession by reason of any provision of this MOU and that its employees, agents, representatives, or any person acting under its authority shall hold personal information under strict confidentiality at all times; and

B. The Parties are under a strict obligation to provide notification of any potential or actual losses of any shared personal data or any data security breach to the other Party within seventy two (72) hours of identification of any potential or actual loss to enable the Parties to consider what action is required in order to resolve the issue in accordance with the applicable data protection laws. Any data breach should be documented through written reports. The Parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any data security breach In an expeditious and compliant manner.

ARTICLE XI
EFFECTIVITY

This MOU shall be effective on the date of the signing by the Parties and shall remain effective and in force unless earlier terminated through mutual agreement. Any of the Parties that wishes to terminate this MOU must serve the other Party with a written notice thirty (30) days before the date of termination.

IN WITNESS HEREOF, the Parties have signed this MOU at the City of __________________ on the ____ day of ____________________, 2021.

BUREAU OF THE TREASURY

By:

____
ROSALIA V. DE LEON
Treasurer of the Philippines

GOVERNMENT SERVICE INSURANCE SYSTEM

By:

____
ROLANDO L. MACASAET
President and General Manager

SIGNED IN THE PRESENCE OF:

____
EDUARDO ANTHONY G. MARIÑO III
OIC-Deputy Treasurer of the Philippines
Bureau of the Treasury

____
ATTY. NORA M. MALUBAY
Executive Vice President – Core Business Sector
Government Service Insurance System

Republic of the Philippines)
City of Pasay City) s.s.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of 02 JUN 2021, this ____ day of ________________, 2020 personally appeared:

Name	Competent Proof of Identification	Issued on/ Valid until
BUREAU OF THE TREASURY Represented by: ROSALIA V. DE LEON *Treasurer of the Philippines*	S0012276A (Passport)	30 Nov 2022
GOVERNMENT SERVICE INSURANCE SYSTEM Represented by: ROLAND L. MACASAET *Chairman and Acting President and General Manager*	P7239059A (Passport)	19 May 2018

known to me to be the same persons who executed the foregoing instrument, consisting of 8 pages, including this page, and acknowledged to me that the same is their free and voluntary act and deed and of the institutions they respectively represent.

WITNESS MY HAND AND NOTARIAL SEAL on the place and date first above-written.

NOTARY PUBLIC
C. RECIO-HONORICA
Notary Public Until June 30, 2021
Per SC. Resolution 12/1/20
PTR No. 2570626, 1/4/21
Commission No. 19-12; 02/08/2019
Roll No. 41263 IBP Lifetime Member 06093
MCLE Compliance No. VI-0003931 11/06/17

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