

TERMS OF REFERENCE

Selection of Group Credit Life Insurance Coverage For SSS Pension Loan (PL) Borrowers

I. GENERAL INFORMATION

Pursuant to SSC Resolution No. 429-s. 2019 dated 05 July 2019 approving the enhancements in the Terms and Conditions of the Pension Loan Program (PLP), the Social Security System (SSS) is offering PL to provide economic assistance by way of low interest loan to its qualified retiree-pensioners who shall meet the qualifying conditions. To be eligible under the program, a qualified SSS retirement pensioner must be at least sixty (60) years old (Fifty (50) years old for retired underground or surface miner and fifty-five (55) years old for retired racehorse jockeys¹) but not more than Eighty-Five (85) years old at the end of the last month of the loan term. Further, the term of the loan plus the age of the pensioner at the time of the loan approval should not exceed Eighty-Five (85) years. An illustration is shown below:

Date of Birth	Period/Applicable Month of Loan Approval	Age at the Time of Loan Approval
June 1, 1937	August 1-31, 2021	84 years and 2 months

Since the age of the pensioner is already 84 years and 2 months, he shall not be allowed to avail of the pension loan with a 12-month loan repayment term since the term of the loan plus his age will exceed Eighty-Five (85) years. He may, however, avail of the pension loan with a 6-month loan repayment term.

As of November 2021, there is an estimated 1,937,795 retirement pensioners with an average basic monthly pension (BMP)² of ₱4,887.68 are eligible to avail of the Loan Program. The distribution of retirement-pensioners by age, sex and average pension³ is hereto attached as Annex "A"

The loanable amount of a pension loan borrower ("Borrower") is based on his/her Basic Monthly Pension (BMP)² together with the additional benefit of One Thousand Pesos (P1,000), as indicated in Table No. 1 below. The loan repayment term shall depend on the amount of loan, as follows:

Table No. 1

Loanable Amount	Loan Repayment Term
3 x (BMP + additional benefit)	6 months
6 x (BMP + additional benefit)	12 months
9 x (BMP + additional benefit)	24 months
12 x (BMP + additional benefit)	

The loanable amount shall range from Six Thousand Six Hundred Pesos (₱6,600.00) but not to exceed Two Hundred Thousand Pesos (₱200,000.00). The net take home pension should be at least 47.25% of the BMP plus additional benefit.

The monthly loan amortization shall be deducted from the monthly pension of the Borrower. The first monthly amortization shall become due on the second (2nd) month after the loan was granted. For example, if the loan is granted in May, the first monthly amortization shall be deducted from the monthly pension of the borrower for the month of July.

¹ SSS Circular No. 2017-004 dated April 5, 2017 and SSS Circular No. 2018-005 dated March 12, 2018

² The minimum BMP is P 1,200

³ Pension includes the Basic BMP and ₱1,000 additional benefit

All Borrowers shall be covered by a Group Credit Life Insurance (GCLI) which is a special form of group term insurance that is issued to a creditor (SSS) that provides full coverage for the outstanding balance of the loan of the Borrower.

SSS, as the policy holder and beneficiary of the insurance coverage, shall secure from the insurance company (“Insurer”) the GCLI, for and on behalf of the borrower.

The insurance premium shall be borne by the Borrower thru a one-time deduction from the proceeds of the loan.

II. EFFECTIVITY OF INSURANCE COVERAGE

The effectivity of insurance coverage shall commence upon receipt by the Insurer of the list of approved borrowers submitted by SSS, until the end of the loan term.

III. SCHEDULE OF INSURANCE PREMIUM

The Insurer shall provide the insurance premium rates per One Thousand Pesos (P1,000.00) of the insurance coverage for the three (3) loan repayment term options, at seven (7) different age brackets, as follows:

Table No. 2

Age Bracket	Loan Repayment Term		
	6 months	12 months	24 months
50-54			
55-59			
60-64			
65-69			
70-74			
75-79			
80-84			

IV. INSURANCE COVERAGE

The Insurer shall cover the outstanding balance of the loan of the Borrower and shall pay SSS the said amount in case of death of the Borrower regardless of the cause thereof.

V. EVIDENCE OF INSURABILITY

The evidence of insurability shall not be required from all qualified borrowers.

VI. ELIGIBILITY AND SELECTION OF INSURER

A. Eligibility Requirements – Compliance and submission of the following

1. Registration Certificate with the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI), or Cooperative Development Authority (CDA), whichever may be appropriate under existing laws of the Philippines;
2. Mayor’s/Business Permit issued by the city or municipality where the principal place of business of the prospective bidder is located;
3. Audited financial statements for the year 2020, stamped “received” by the Bureau of Internal Revenue (BIR);

4. Certificate of Authority (CA) issued by the Insurance Commission (IC) and must be included in the List of Insurance Companies whose CA was renewed for the license year 2020-2021 as released by the IC.
5. The Insurer must have an unimpaired net worth for the year 2020 of at least Nine Hundred Million Pesos (₱900,000,000), or the minimum net worth prescribed by the IC, whichever is higher. Further, SSS reserves the right to request additional proof/s of financial capacity.

B. Selection, Rating Process and Criteria for Selection of Insurer

To determine the qualified bidders, the qualification/eligibility requirements as set forth in the Terms of Reference must be complied. All proposals/offers/quotations of initially qualified bidders shall be evaluated, to determine the bidder with the highest total points based on lowest calculated bid in terms of insurance premium per age bracket and loan repayment terms, including the length of company's existence and company's financial strength thru its net worth which shall be the basis in selecting the GCLI provider.

The selection of GCLI provider shall be determined thru ranking of the bidders based on the numerical ratings from the highest, otherwise known as the "Highest Rated Bid", to the lowest. Each bidder shall be rated based on benchmark score of **100 points**. The bidder which garnered the highest point calculation shall be deemed the Highest Calculated and Responsive Bid, based on the following:

Criteria	Requirements	Points
1. Length of Company's Existence	<ul style="list-style-type: none"> • Bidder must be duly registered and authorized by the appropriate agency to perform the function of offering insurance products • Bidder must provide copy of licenses/certificates issued by the appropriate regulatory agency in the Philippines including but not limited to SEC/ Articles of Incorporation and By-Laws and Insurance Commission (IC) papers • The document submitted should show the length of time the bidder is connected in life insurance business 	5 points
2. Company's Financial Strength thru its Net Worth	Bidder must submit its 2020 Audited Financial Statements showing equity position.	5 points
3. Financial Bid for Pension Loan (PL) with Repayment Term of 6 months	For PL repayment terms of 6 months, bidder must submit financial bid per thousand pesos loan amount. Financial bid is defined as premium charged for every Php 1,000 loan amount aggregated per age bracket.	9 points
4. Financial Bid for Pension Loan (PL) with Repayment Term of 12 months	For PL repayment terms of 12 months, bidder must submit financial bid per thousand pesos loan amount. Financial bid is defined as premium charged for every Php 1,000 loan amount aggregated per age bracket.	21 points

5. Financial Bid for Pension Loan (PL) with Repayment Term of 24 months	For PL repayment terms of 24 months, bidder must submit financial bid per thousand pesos loan amount. Financial bid is defined as premium charged for every Php 1,000 loan amount aggregated per age bracket.	60 points
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The bid amount shall also be inclusive of all applicable taxes and fees.

VII. TERM OF THE MOA WITH THE INSURER

The MOA between SSS and the Insurer shall be for a period of five (5) years to take effect upon signing thereof subject to automatic extension in order to cover the remaining loan term of the Borrowers. The MOA is renewable at the option of SSS.

VIII. OBLIGATIONS OF THE PARTIES

A. The SSS shall:

1. Require the borrowers to be insured with the Insurer under the Loan Program.
2. Submit a list of approved borrowers for insurance coverage to the Insurer on a daily basis containing, among others, the following information of the Borrower: Full name, Birthdate, Gender, Civil Status, Amount and Terms of the Loan. The borrower will no longer submit an application form to the Insurer.
3. Remit daily to the INSURER the payment for insurance premium deducted from the loan proceeds of the Borrower. The payment shall be net of withholding tax.
4. Notify the Insurer within thirty (30) working days from receipt of report of the death of the borrower and provide the insurer with the outstanding loan balance of the deceased borrower.
5. Claim from the Insurer the insurance proceeds as beneficiary of the insurance coverage of the borrower and sign a Claim Payment and Release Form upon receipt of the full insurance proceeds.

B. The Insurer shall:

1. Issue one (1) master insurance policy containing the Terms and Conditions for the GCLI coverage of borrowers who availed of the Loan Program.
2. Provide SSS with a confirmation of insurance coverage of all borrowers upon receipt of the list submitted by SSS.
3. Send to SSS a billing statement within five (5) working days upon receipt of the list of approved borrowers. The Insurer shall check the list and payment of SSS and provide feedback immediately if there is discrepancy.
4. Provide SSS an acknowledgement within five (5) working days upon receipt of the Notice of Death of the borrower.

5. Pay SSS the insurance proceeds of the borrower within fifteen (15) working days from receipt of the claim application from SSS.
6. Pay any liquidated damages due to SSS.
7. Ensure that the data it obtains from SSS will be handled in accordance with the provisions of Republic Act (RA) No. 11199 (Social Security Act of 2018), RA No. 8792, (e-Commerce Law of 2000) and its Implementing Rules and Regulations, RA No. 9510 (Credit Information System Act) and its Implementing Rules and Regulations, and RA No. 10173 (Data Privacy Act of 2012) and its Implementing Rules and Regulations, including but not limited to the following:
 - 7.1 Ensure that the personal data of Borrowers obtained from SSS shall not be retained longer than necessary.
 - 7.2 Implement reasonable and appropriate organizational, physical, and technical security measures for the protection of personal data against unlawful disclosure or usage, and unauthorized access through an electronic network.
 - 7.3 Ensure that any person acting under its authority and who has access to the personal data of SSS Borrowers, does not process the personal data except upon its instructions, or as required by law.
 - 7.4 Ensure the confidentiality, integrity and availability of the personal data processed and prevent its use for unauthorized purposes.

IX. INDIVIDUAL INSURANCE TERMINATION

The coverage of an insured Borrower may be terminated on any of the following dates:

1. The death of the Borrower;
2. The date of the end of the loan term; and
3. The date of re-employment/self-employment of the Borrower.

X. PRE-TERMINATION OF MOA

SSS or the Insurer may pre-terminate the MOA prior to the expiration of the term or extension thereof, if any based on the following grounds:

1. In case of voluntary termination – Either Party may voluntarily terminate the MOA by providing a written notice of termination by a Party to the other at least ninety (90) calendar days prior to the intended date of termination.
2. Upon agreement of the parties - The termination shall take effect on the date agreed upon by the Parties;
3. Upon a breach of obligation by any of the parties - If either Party is in breach of any of its obligations under the MOA, and such breach, if remediable, continues un-remedied for thirty (30) calendar days after receipt of written notice from the other Party specifying such breach, the offended Party may thereupon terminate the MOA without prejudice to its rights to recover damages in respect of the breach. The termination shall take effect upon receipt by the offending Party of the offended Party's written notice of termination;

4. In case of Insolvency or Merger - In case the Insurer enters into liquidation whether compulsory or voluntary, or if a winding-up petition is filed against the Insurer or it assigns its assets for the benefit of a creditor or creditors, or if the Insurer enters into a merger or consolidation with another entity and the Insurer is not the surviving entity, SSS may immediately terminate the MOA by notice in writing but without prejudice to the rights which may have accrued to either Party prior to the date of termination. The termination shall take effect upon receipt by a Party of a written notice of termination from the other Party;
5. In case of Force Majeure - A condition of Force Majeure, as defined in the MOA, which extends for more than one (1) month experienced by either Party, shall result in the termination of the MOA without prejudice to any right which may have accrued to either Party prior to the date of termination. The termination shall take effect upon receipt by a Party of a written notice of termination from the other Party.

XI. OTHER CONDITIONS

1. The submission of the list of insured Borrowers, billing statement and insurance premium payments shall be made through the existing SSS E-Disbursement System.
2. In case the monthly pension of the retirement pensioner is cancelled due to re-employment/resumption of self-employment under Section 12-B of the Social Security Law, the Borrower's outstanding pension loan balance shall be converted into a regular salary loan. SSS existing policies and rules on salary loan shall apply. The Borrower shall also have the option to pay the outstanding balance in full.
3. In case the monthly pension of the Borrower is suspended due to non-compliance with the Annual Confirmation of Pensioners, the outstanding balance of the pension loan shall be deducted upon resumption of the Borrower's monthly pension, without any penalty charge.

XII. MISCELLANEOUS PROVISIONS

1. **CONSENT TO DATA SHARING** – SSS shall secure the consent of the Borrower as to the processing and sharing of their personal data to the Insurer in accordance with the Data Privacy Act of 2012. A Data Privacy Consent Clause shall be provided in the borrower's Pension Loan Application and Disclosure Statement (PLADS) form and insurance coverage.
2. **LIQUIDATED DAMAGES** – In case the Insurer fails to pay SSS the insurance proceeds within fifteen (15) working days from receipt of the claim application from SSS, inclusive of granted time extensions, if any, it shall be liable for damages for the delay and shall pay SSS for liquidated damages, and not by way of penalty, an amount equivalent to one-tenth (1/10) of one (1%) percent (0.001) of the amount unpaid for every day of delay.

Once the cumulative amount of the liquidated damages reaches One Hundred Million Pesos (P100,000,000.00), SSS may rescind or terminate the MOA, without prejudice to other courses of action and remedies available under the circumstances.

SSS need not prove that it has incurred actual damages to be entitled to the liquidated damages. Such amount shall be deducted from any money due or which may become due to the Insurer.

3. CONFIDENTIALITY – SSS and the Insurer shall, without the prior written consent of the other, disclose or make available to any person, make public, or use directly or indirectly, except for the performance and implementation of the MOA, any confidential information acquired from the Borrower or an information holder in connection with the performance of its obligations under the MOA, unless: (I) the information is known to the disclosing party, as evidenced by its written records, prior to obtaining the same from the information holder and is not otherwise subject to disclosure restrictions on the disclosing party, (ii) the information is disclosed to the disclosing party by a third party who did not receive the same, directly or indirectly, from an information holder, and who has no obligation of secrecy with respect thereto, or (iii) required to be disclosed by law. The obligation of confidentiality by both parties, as provided herein, shall survive the termination of the MOA.
4. MERGER AND CONSOLIDATION - In case of merger, consolidation or change of ownership of the Insurer with another company, it is the responsibility of the surviving company/consolidated company/acquiring entity to inform SSS of the change in corporate structure/ownership. Failure to do so shall translate in such company assuming all liabilities of the acquired/merged company under this MOA.

FORCE MAJEURE - SSS and the Insurer shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that Insurer's delay in performance or other failure to perform its obligations under this Agreement is the result of a force majeure.

For purposes of this Agreement the terms "force majeure" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or force majeure shall be interpreted to mean an event which the Insurer could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Insurer. Such events may include, but not limited to, acts of SSS in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a force majeure situation arises, the Insurer shall promptly notify SSS in writing of such condition and the cause thereof. Unless otherwise directed by SSS in writing, the Insurer shall continue to perform its obligations under this MOA as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure.

5. NON-ASSIGNMENT - SSS and the Insurer shall not assign the MOA in whole or in part without the consent of the other party. The Insurer shall not subcontract in whole or in part its obligations in the MOA without the written consent of SSS.
6. SEPARABILITY - If any one or more of the provisions contained in the MOA or any document executed in connection herewith shall be invalid, illegal or unenforceable in any respect under any applicable law, then: (i) the validity, legality and enforceability of the remaining provisions contained herein or therein shall not in any way be affected or impaired and shall remain in full force and effect; and (ii) the invalid, illegal or unenforceable provision shall be replaced by the parties immediately with a term or provision that is valid, legal and enforceable and that comes closest to expressing the intention of such invalid, illegal or unenforceable term or provision.
7. WAIVER - Failure by either party to insist upon the other the strict performance of any of the terms and conditions of the MOA shall not be deemed a

relinquishment or waiver of any subsequent breach or default of the terms and conditions thereof, which can only be deemed made if expressed in writing and signed by its duly authorized representative. No such waiver shall be construed as a modification of any of the provisions of the MOA or as a waiver of any past and future default or breach hereof, except as expressly stated in such waiver.

8. CUMULATIVE REMEDIES - Any and all remedies granted to the parties under the applicable laws and the MOA shall be deemed cumulative and may, therefore, at the sole option and discretion, be availed of by the aggrieved party simultaneously, successively or independently.
9. AUTHORITY - The Parties warrant that the persons signing in behalf of each Party has full power and authority to bind the Party it represents.
10. NO EMPLOYER-EMPLOYEE RELATIONSHIP - It is expressly and manifestly understood and agreed upon that all employees of the Insurer assigned to handle the account of SSS, for an in behalf of the Borrowers, are not employees of SSS. Neither is there an employee-employer relationship between SSS and the Insurer.
11. COMPLIANCE WITH SOCIAL SECURITY LAW – The Insurer shall report all its employees to SSS for coverage and their contributions, as well as, all amortizations for salary/education/calamity and other SSS loans shall be updated. Should the Insurer fail to comply with its obligation under the provisions of the SS Law and Employees’ Compensation Act, SSS shall have the authority to deduct any unpaid SS and EC contributions, salary, educational, emergency and/or calamity loan amortizations, employer’s liability for damages, including interests and penalties from Insurer’s receivables under this MOA.

Further, prescription does not run against SSS for its failure to demand SS contributions or payments from the Insurer. Moreover, the Insurer shall forever hold in trust SS contributions or payments of its employees until the same is fully remitted to SSS.
12. COMPLIANCE WITH LABOR LAWS – The Insurer, as employer of the personnel assigned to perform its obligations, shall comply with all its obligations under existing laws and their implementing rules and regulations on the payment of minimum wage, overtime pay, and other labor-related benefits as well as remittances or payment of the appropriate amount or contributions/payment (SSS, EC, Pag-IBIG, PhilHealth and taxes) with concerned government agencies/offices.
13. COMPLIANCE WITH TAX LAWS - The Insurer shall, in compliance with tax laws, pay the applicable taxes in full and on time and shall regularly present to the SSS within the duration of the MOA, tax clearance from the Bureau of Internal Revenue (BIR) as well as copy of its income and business tax returns duly stamped by the BIR and duly validated with the tax payments made thereon. Failure by the Insurer to comply with the foregoing shall entitle the SSS to suspend any payment due to it.

As required under Executive Order (EO) 398, s. 2005, the Insurer shall submit income and business tax returns duly stamped and received by the BIR, before entering and during the duration of MOA. The Insurer, through its responsible officer, shall also certify under oath that it is free and clear of all tax liabilities to the government. The Insurer shall pay taxes in full and on time and that failure to do so will entitle SSS to suspend or terminate the MOA.

14. **HOLD FREE AND HARMLESS** - The Insurer agrees to defend, indemnify, and hold SSS free and harmless from any and all claims, damages, expenses, fines, penalties and/or liabilities of whatever nature and kind, whether in law or equity, that may arise by reason of the implementation of this MOA. In addition, the Insurer agrees to indemnify SSS for any damage as a result of said implementation.

The Insurer hereby assumes full responsibility for any injury, including death, loss or damage which may be caused to SSS' employees or property or third person due to the Insurer's employees' fault or negligence, and further binds itself to hold SSS free and harmless from any of such injury or damage. SSS shall not be responsible for any injury, loss or damage which the Insurer or any of its employees may sustain in the performance of Insurer's obligations under this MOA.

15. **DISPUTES** - If any dispute or difference of any kind whatsoever shall arise between SSS and Insurer in connection with or arising out of this MOA, the Parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

If after thirty (30) days, the Parties have failed to resolve their dispute or difference by such mutual consultation, then either SSS or Insurer may give notice to the other Party of its intention to commence arbitration, in accordance with RA No. 876, otherwise known as the "Arbitration Law" and RA No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004," in order to settle their disputes. No arbitration in respect of this matter may be commenced unless such notice is given.

Notwithstanding any reference to arbitration herein, the Parties shall continue to perform their respective obligations under the MOA unless they otherwise agree.

16. **GOVERNING LAW** - The terms and conditions of the MOA shall be governed by and interpreted in accordance with the laws of the Philippines.
17. **VENUE OF ACTIONS** - Any suit or proceeding arising out of or relating to the MOA including court action to promote arbitration shall be instituted in the appropriate court of Quezon City to the exclusion of all other venues.
18. **BINDING EFFECT** - The MOA shall be binding upon the parties hereto, their assignees, if any, and successors in interest.
19. **PROVISION FOR AMENDMENTS** - Any and all amendments to the MOA shall be implemented only after duly authorized representatives of both Parties mutually signified their conformity in writing. Such amendments shall form an integral part of the MOA.
20. **NON-PUBLICITY** - No press release in oral, written or electronic form shall be issued covering the transaction without prior written approval of SSS. Inclusion in any reference lit shall also be undertaken only upon prior written approval of SSS.

Annex A

Distribution of SSS Retirement¹ Pensioners by Age (50-85) and Sex

as of 30 November 2021

Age ²	Number of Pensioners			Average Pension ³		
	Male	Female	Total	Male	Female	Over-All
50	13		13	7,355.94	-	7,355.94
51	19		19	7,553.87	-	7,553.87
52	28		28	7,035.94	-	7,035.94
53	33		33	6,897.65	-	6,897.65
54	51		51	7,210.80	-	7,210.80
55	115		115	7,211.27	-	7,211.27
56	159	2	161	7,150.12	9,462.50	7,178.85
57	257	3	260	6,542.39	7,412.22	6,552.42
58	255		255	6,621.14	-	6,621.14
59	369	1	370	6,449.66	6,838.11	6,450.71
60	44,384	31,618	76,002	5,959.31	5,143.66	5,619.98
61	70,767	49,932	120,699	5,745.78	4,926.13	5,406.70
62	76,954	54,819	131,773	5,556.44	4,782.76	5,234.58
63	78,355	57,033	135,388	5,422.45	4,681.27	5,110.22
64	76,118	55,557	131,675	5,337.76	4,600.05	5,026.51
65	78,757	58,475	137,232	5,300.73	4,621.52	5,011.31
66	74,461	56,100	130,561	5,229.94	4,609.17	4,963.21
67	71,774	54,835	126,609	5,161.46	4,592.86	4,915.20
68	64,262	49,547	113,809	5,152.40	4,582.61	4,904.34
69	60,935	46,959	107,894	5,033.51	4,497.89	4,800.39
70	52,746	40,826	93,572	4,957.32	4,381.01	4,705.88
71	53,463	40,137	93,600	4,816.46	4,272.93	4,583.39
72	45,983	34,237	80,220	4,720.98	4,201.86	4,499.43
73	42,232	30,404	72,636	4,645.58	4,120.66	4,425.86
74	35,985	25,856	61,841	4,729.22	4,137.41	4,481.78
75	33,322	24,121	57,443	4,964.55	4,304.83	4,687.53
76	22,720	16,613	39,333	4,854.30	4,195.17	4,575.90
77	22,386	16,124	38,510	4,879.21	4,201.94	4,595.64
78	19,050	13,758	32,808	4,742.79	4,123.28	4,483.00
79	19,016	13,706	32,722	4,696.75	4,062.34	4,431.02
80	15,422	11,675	27,097	4,720.62	4,168.08	4,482.55
81	14,895	10,889	25,784	4,781.83	4,217.37	4,543.45
82	12,822	9,466	22,288	4,990.05	4,290.99	4,693.15
83	10,785	7,591	18,376	4,942.55	4,317.63	4,684.40
84	9,373	6,483	15,856	4,741.82	4,176.16	4,510.54
85	7,556	5,206	12,762	4,673.13	4,198.28	4,479.43
Total/	1,115,822	821,973	1,937,795	5,163.83	4,512.81	4,887.68

¹Pensioners who received pension as of 30 November 2021

²Age of pensioners as of 30 November 2021

³Pension includes the Basic Monthly Pension (BMP) and ₱1,000 additional benefit