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Insurance & Reinsurance 2025

14th Edition

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Industry Chapter

Expert Analysis Chapter

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Philippines


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1 Regulatory

1.1 Which government bodies/agencies regulate insurance (and reinsurance) companies?

Insurance in the Philippines is governed by the Insurance Code, as amended (R.A. 10607, "Insurance Code"). The Insurance Commission is the body that promulgates the rules and regulations governing insurance and reinsurance. The Securities and Exchange Commission is the government body that regulates corporations, and the Bureau of Internal Revenue is the agency for all matters related to taxes and duties due to the National Government.

1.2 What are the key requirements/procedures for setting up a new insurance (or reinsurance) company?

Any new insurance (or reinsurance) company must form a business entity in the Philippines. The most common business entity is a stock corporation, and the new corporation needs to register with the Securities and Exchange Commission.

The new insurance corporation must meet the capitalisation requirements and possess a valid certificate of authority to transact business from the Insurance Commission (Section 194 of the Insurance Code).

1.3 Are foreign insurers able to write business directly or must they write reinsurance of a domestic insurer?

A foreign insurer can write business directly but must first obtain a licence from the Insurance Commission (Section 193 of the Insurance Code). It is worth noting that an insurance company doing business in the Philippines cannot cede any part of a risk situated in the Philippines, by way of reinsurance, directly to a foreign insurer not authorised to do business in the Philippines (Section 223 of the Insurance Code).

1.4 Are there any legal rules that restrict the parties' freedom of contract by implying extraneous terms into (all or some) contracts of insurance?

Insurance contracts are highly regulated by the Insurance Commission. All policy wordings, certificates or contracts of insurance, application forms and any rider, clause or warranty to be used by an insurance company must be pre-approved by the Insurance Commission (Section 232 of the Insurance Code). Depending on the type of insurance, the Insurance Code also prescribes conditions to be included in the insurance policy (Title 9 of the Insurance Code).

1.5 Are companies permitted to indemnify directors and officers under local company law?

Yes, such arrangements are allowed.

1.6 Are there any forms of compulsory insurance?

The Philippines has quite a few instances where compulsory insurance is needed. Among others, a land transportation operator or motor vehicle owner must obtain compulsory motor vehicle liability insurance (Section 386 of the Insurance Code).

For a licence to own and possess firearms, it is mandatory to secure a bond under the Comprehensive Firearms and Ammunition Regulation Act.

The Philippines' Labor Code also makes it mandatory for private employers to provide for Social Security benefits to their employees under the Social Security System ("SSS"). For government employees, the counterpart is the Government Service Insurance System ("GSIS"). Both the SSS and GSIS are government entities. Businesses are also generally required to obtain Comprehensive General Liability insurance to be able to apply for business permits from their respective local government units.

The Philippines is a big provider of overseas foreign workers to the world, and they are required to be covered by the employer with compulsory insurance before deployment overseas. In addition, under the Domestic Shipping Act of 2004, a domestic ship operator should obtain compulsory insurance coverage for passenger and cargo. The same law gives the Maritime Industry Authority the power to require a ship operator to obtain any other compulsory insurance necessary to cover damage claims.

2 (Re)insurance Claims

2.1 In general terms, is the substantive law relating to insurance more favourable to insurers or insureds?

In general, the law is fair to both the insurer and the insured. However, in case of any ambiguity in the policy, Philippine jurisprudence has regularly declared that insurance contracts are so-called "contracts of adhesion" and as such, any ambiguity should be resolved against the insurer. In other words,

these contracts are construed liberally in favour of the insured and strictly against the insurer (*The Insular Life Assurance Company, Ltd. v. Paz Y. Khu, et. al. G.R. No. 195176, April 18, 2016*). Moreover, the Insurance Code itself, under Article 249, provides that if the ascertainment of the loss or damage is agreed upon by the insurer or insured, the loss or damage should be paid within 30 days. Payment should be made within 90 days if no ascertainment is made. These timelines ensure timely payment to the benefit of the insured.

2.2 Can a third party bring a direct action against an insurer?

Generally, a third party cannot bring a direct action against an insurer. A third party can only bring a direct action against an insurer if the contract contains a stipulation *pour autrui* or a stipulation that confers a benefit to a third party. An example of such would be under the compulsory motor vehicle liability insurance.

2.3 Can an insured bring a direct action against a reinsurer?

No, an insured cannot bring a direct action against a reinsurer under Philippine contract law. The insured is not a party nor privy to the insurer's *reinsurance* contract (*Artex Development Co., Inc. v. Wellington Insurance Co., Inc, G.R. No. L-29508, June 27, 1973*).

It is worth mentioning that the Insurance Commission has prohibited Claims Control Clauses from being incorporated into reinsurance treaties and/or facultative reinsurance agreements for being inconsistent with the Insurance Code. As we had mentioned earlier, the Insurance Code prescribes specific timeframes within which a claim for loss or damage should be paid (Insurance Commission Circular Letter No. 2016-08, February 22, 2016). The apparent intention of the Insurance Commission is to ensure that the insurer is not hampered from making timely payment as a result of control restrictions from a reinsurer. Generally, companies have replaced this with the Claims Cooperation Clauses, with the wording below, which is more acceptable to the Insurance Commission: "The insured/reinsured hereby undertakes to give immediate advice to the insurer/reinsurer of any occurrence which may give rise to a claim hereunder as soon as they are themselves made aware of it and in such event will cooperate fully with the insurer/reinsurer in defence or settlements of such claim and in no case shall the insured/reinsured make any admission of liability under the policy without the consent in writing of the insurer/reinsurer having been first obtained."

2.4 What remedies does an insurer have in cases of either misrepresentation or non-disclosure by the insured?

The remedy is rescission. The Insurance Code provides that in cases of concealment or omission on the part of the insured, whether intentional or unintentional, the insurer is entitled to rescind the insurance contract (Sections 27 and 29 of the Insurance Code). Under Section 45 thereof, any representation that is false in a material point also entitles the insurer to rescind the contract from the time when the representation becomes false.

The rule in marine insurance operates differently. A concealment in marine insurance, in respect to any of the following matters, does not vitiate the entire contract, but merely exonerates the insurer from a loss resulting from the risk concealed: (a) the national character of the insured; (b) the liability of the thing insured for capture and detention; (c) the liability for seizure from breach of foreign laws on trade; (d) the want of necessary documents; and (e) the use of false and simulated papers (Section 112).

2.5 Is there a positive duty on an insured to disclose to insurers all matters material to a risk, irrespective of whether the insurer has specifically asked about them?

Section 28 of the Insurance Code states that each party to a contract of insurance must communicate to the other, in good faith, all facts within his/her knowledge that are material to the contract and as to which he/she makes no warranty, and which the other has no means of ascertaining.

The insured should therefore disclose all matters material to a risk, as it has been enshrined in jurisprudence that good faith is not a defence for failing to disclose matters material to the risk (*Sunlife Assurance Company of Canada v. The Hon. Court of Appeals, G.R. No. 105135, June 22, 1995*).

2.6 Is there an automatic right of subrogation upon payment of an indemnity by the insurer or does an insurer need a separate clause entitling subrogation?

The right of subrogation is automatic and stems from Article 2207 of the New Civil Code, which states: "Art. 2207. If the plaintiff's property has been insured, and he has received indemnity from the insurance company for the injury or loss arising out of the wrong or breach of contract complained of, the insurance company shall be subrogated to the rights of the insured against the wrong-doer or the person who has violated the contract. If the amount paid by the insurance company does not fully cover the injury or loss, the aggrieved party shall be entitled to recover the deficiency from the person causing the loss or injury."

The Supreme Court confirmed this when it ruled that: "[T]he right of subrogation is not dependent upon, nor does it grow out of, any privity of contract or upon written assignment of claim. It accrues simply upon payment of the insurance claim by the insurer." (*Loadstar Shipping Company, Incorporated v. Malayan Insurance Company, Incorporated, G.R. No. 185565, November 26, 2014.*)

3 Litigation – Overview

3.1 Which courts are appropriate for commercial insurance disputes? Does this depend on the value of the dispute? Is there any right to a hearing before a jury?

There are no jury hearings under the Philippine court system, but the trial courts operate under the adversarial system where witnesses must testify under oath and be subjected to cross-examination by opposition counsel. The value of the dispute will determine which trial court will handle the matter. For jurisdictional values below Php 2 million (approximately USD 40,000), the courts that will handle the claims will be the Metropolitan Trial Courts/Municipal Trial Courts. Any claim above that value will have to be filed with the Regional Trial Courts, which are designated as commercial courts. The jurisdictional value does not include the claim for damages, interest and costs.

3.2 What, if any, court fees are payable in order to commence a commercial insurance dispute?

There are *ad valorem* court filing fees payable depending on the amount of the pleaded claim. The table of fees can be found in the amended Rule 141 of the Rules of Court.

3.3 How long does a commercial case commonly take to bring to court once it has been initiated?

The length of time would be different per court as it would depend on the volume of cases being handled by a court. However, the Rules of Civil Procedure were recently amended to speed up the disposition of civil cases. All the witness' statements and documentary and object evidence have to be prepared and complete before filing of the complaint and, in addition, the witness' statements now have to be submitted together with the initiatory pleading (Section 6, Rule 7 of the Amended Rules of Civil Procedure).

4 Litigation – Procedure

4.1 What powers do the courts have to order the disclosure/discovery and inspection of documents in respect of (a) parties to the action, and (b) non-parties to the action?

Under the Philippine Rules of Court, a court may issue a subpoena and/or a subpoena *duces tecum* to require a person to attend a hearing or any investigation conducted by competent authority, for the taking of his/her deposition. The court may also require him/her to bring any relevant document or item under his/her control (Section 1, Rule 21 of the Rules of Court). A party may also take advantage of modes of discovery, including a motion for production or inspection of documents, which the court may grant on valid grounds.

4.2 Can a party withhold from disclosure documents (a) relating to advice given by lawyers, or (b) prepared in contemplation of litigation, or (c) produced in the course of settlement negotiations/attempts?

Under the Philippines' rules on evidence, there are rules that disqualify certain individuals from acting as witnesses due to the privileged nature of the relationship. Advice from lawyers and advice in contemplation of litigation is privileged due to the attorney-client relationship. As regards settlement negotiations, those covered by the Philippines Special Alternative Dispute Resolution Rules are considered confidential and cannot be disclosed.

4.3 Do the courts have powers to require witnesses to give evidence either before or at the final hearing?

A peculiarity of Philippine trial court proceedings is that they are not continuous, and there is no final hearing as such. The witnesses' testimonies tend to be given over the course of several hearings. The courts do have powers to require a witness to give evidence at the hearing if the parties involved take advantage of modes of discovery. A party may request a court to take depositions for a pending an action, before an action is commenced or pending an appeal (Rules 23 and 24 of the Rules of Court). A party may also move to serve interrogatories to parties (Rule 25 of the Rules of Court). These remedies are all by leave of court.

4.4 Is evidence from witnesses allowed even if they are not present?

As mentioned above, Philippine trial courts operate under the adversarial system and the most important right of a litigant is the opportunity to cross-examine the witness. Generally, witnesses have to be presented before the court to be examined by the court and cross-examined by the opposing counsel. However, the courts have procedures for the examination of witnesses who due to special circumstances are unable to attend court hearings, on condition that the opposing counsel has the opportunity to cross-examine the witness.

Witnesses residing in a different country may be deposed at a Philippine Embassy or Consulate of the foreign country. In view of the COVID-19 pandemic, the Supreme Court of the Philippines prescribed rules allowing videoconferencing as a means of presenting witnesses who are residing abroad or temporarily outside of the Philippines (Supreme Court Administrative Memorandum No. 20-12-01).

4.5 Are there any restrictions on calling expert witnesses? Is it common to have a court-appointed expert in addition or in place of party-appointed experts?

Generally, there are no restrictions on calling an expert witness. The Rules of Procedure define the qualifications of an expert witness, and the general criterion is his/her special knowledge, skill, experience and practical training qualify him/her to explain highly technical matters to the court (Section 52, Rule 130 of the Rules of Court). It is not common for the court to appoint its own expert.

4.6 What sort of interim remedies are available from the courts?

The Rules of Court allow for the following provisional remedies: (a) preliminary attachment (Rule 57), which is similar to a UK Mareva injunction; (b) preliminary injunction (Rule 58); (c) receivership (Rule 59); (d) replevin (Rule 60); and (e) support *pendente lite* (Rule 61). Some special laws also provide interim remedies such as the issuance of a freeze order under the Anti-Money Laundering Act or a stay or suspension order under the Financial Rehabilitation and Insolvency Act. Under the Admiralty Rules, ship arrest is an available remedy.

4.7 Is there any right of appeal from the decisions of the courts of first instance? If so, on what general grounds? How many stages of appeal are there?

A right to appeal is available from the decisions of the courts of first instance and usually on questions of fact and law. For cases that are commenced before the commercial courts, the first level of appeal is to the Court of Appeals on questions of fact and law, and the final appeal is to the Supreme Court on questions of law only. For small claims, there are three levels of appeal if the Metropolitan Trial Court or Municipal Trial Court had original jurisdiction over the case. An ordinary appeal would elevate the matter to the Regional Trial Court and then the Court of Appeals, and then the Supreme Court would have the final decision on the matter.

4.8 Is interest generally recoverable in respect of claims? If so, what is the current rate?

Yes – in general, interest is recoverable in respect of claims brought before a trial court. The jurisprudence on the award of interest, whether in contract or in tort, is complicated, and certain circumstances must be considered to determine whether pre-judgment interest is to be awarded or not. The award of interest on the insured's claim against the insurer needs special mention, and the Insurance Code itself provides the rules for pre-judgment interest. Section 249 of the Insurance Code provides that an insurer should pay the amount of any loss or damage for which it may be liable within 30 days after proof of loss is received by the insurer and ascertainment of the loss or damage is made either by agreement between the insured and the insurer or by arbitration. If such ascertainment is not had or made within 60 days after such receipt by the insurer of the proof of loss, then the loss or damage shall be paid within 90 days after such receipt. The Insurance Code's time frame for ascertainment of loss by arbitration within 60 days is extremely unrealistic and harsh, but the policy of the law appears to be to encourage insurers to promptly settle insurance claims. Refusal or failure to pay the loss or damage within the time prescribed under the Code will entitle the insured to collect interest on the claim for the duration of the delay at 6% *per annum*, which is the legal rate of interest (Bangko Sentral ng Pilipinas Monetary Board Circular No. 799, Series of 2013 ("BSP Circular No. 799")). For an outright refusal to pay, or a dilatory refusal to pay the insurance claim, the insurer may be penalised, and required to pay double the legal rate of interest, unless such failure or refusal to pay is based on the ground that the claim is fraudulent.

4.9 What are the standard rules regarding costs? Are there any potential costs advantages in making an offer to settle prior to trial?

Costs generally follow the results of the suit, but the costs that are generally recovered by a successful plaintiff is the amount of the *ad valorem* court fees, which are paid to commence proceedings. Attorneys' fees are not normally awarded by the civil court. Article 2208 of the New Civil Code provides that absent any stipulation, attorneys' fees and expenses of litigation, other than judicial costs, cannot be recovered, except in the following instances: (1) exemplary damages are awarded; (2) the plaintiff was compelled to litigate due to the defendant's act; (3) in criminal cases of malicious prosecution; (4) in cases of a clearly unfounded civil action; and (5) where the defendant acted in gross and evident bad faith in refusing to satisfy the plaintiff's plainly valid, just and demandable claim. In the rare instance where a civil court sees fit to award attorneys' fees for a litigant's misconduct under Article 2208 of the New Civil Code, the amount awarded in respect of costs is not based on the actual fees incurred by the wronged litigant. The attorneys' fees awarded tend to be more symbolic rather than compensatory. There are no advantages in making an offer to settle prior to trial.

4.10 Can the courts compel the parties to mediate disputes, or engage with other forms of Alternative Dispute Resolution? If so, do they exercise such powers?

Under the Rules of Procedure, a reference to mediation and to Alternative Dispute Resolution is mandatory before commencing trial. The trial court must require the parties to mediate disputes. Under the 2020 Guidelines for the Conduct of Court-Annexed Mediation ("CAM") and Judicial Dispute Resolution ("JDR") ("2020 Guidelines for the Conduct of CAM and JDR") in civil cases, all ordinary civil cases shall be referred to CAM and the same is mandatory. If the same fails, it shall thereafter be referred to JDR. If no settlement is achieved under JDR, then the case will move to trial.

It is also worth noting that if parties have agreed to submit their dispute to arbitration by placing an arbitration clause in the disputed contract or having an arbitration agreement, the court must compel the parties to arbitration (Rule 2.2 of the Special Rules of Court on Alternative Dispute Resolution, A.M. No. 07-11-08-SC, September 1, 2009 ("Special ADR Rules")).

4.11 If a party refuses a request to mediate (or engage with other forms of Alternative Dispute Resolution), what consequences may follow?

Under the 2020 Guidelines for the Conduct of CAM and JDR, if a party litigant fails to provide their representative with authorisation to settle without valid cause or, despite having full authority, refuses to exercise the same, then the principal shall be deemed absent and the JDR proceedings shall be terminated (Section 3(b)). The trial court can dismiss the case if the plaintiff and counsel fail to appear without valid cause. If there is a failure of the defendant and counsel to appear without valid cause, the court may allow the *ex parte* presentation of the plaintiff's evidence and dismissal of the defendant's counterclaim (Sections 5(a) and (b)).

5 Arbitration

5.1 What approach do the courts take in relation to arbitration and how far is the principle of party autonomy adopted by the courts? Are the courts able to intervene in the conduct of an arbitration? If so, on what grounds and does this happen in many cases?

The Philippines has a robust arbitration regime. Arbitration clauses and agreements must be respected by the courts as they are directed to bear in mind that such arbitration agreement is the law between the parties (Rule 2.2 of the Special ADR Rules). Under the same rules, courts are directed to cooperate and to refrain from intervening (Rule 2.1).

These rules also recognise the competence-competence principle such that if a court is asked to rule upon an issue affecting the competence or jurisdiction of an arbitral tribunal, either before or after constitution of the arbitral tribunal, "the court must exercise judicial restraint and defer to the competence or jurisdiction of the arbitral tribunal by allowing the arbitral tribunal the first opportunity to rule upon such issues".

Where the court is asked to make a determination of whether the arbitration agreement is null and void, inoperative or incapable of being performed, under this policy of judicial restraint, the court must make no more than a *prima facie* determination of that issue.

Unless the court concludes that the arbitration agreement is null and void, inoperative or incapable of being performed, the court must suspend the action before it and refer the parties to arbitration pursuant to the arbitration agreement (Rule 2.4).

A petition for judicial determination of the existence, validity and/or enforceability of an arbitration agreement may be filed before the courts at any time prior to the commencement of arbitration. However, it will only be granted if it is

shown that the arbitration agreement is, under the applicable law, invalid, void, unenforceable or inexistent (Rule 3).

Courts may also issue interim measures of protection if petitioned by a party. The interim measures available under the Special ADR Rules are as follows: a) preliminary injunction directed against a party to arbitration; b) preliminary attachment against property or garnishment of funds in the custody of a bank or a third person; c) appointment of a receiver; d) detention, preservation, delivery or inspection of property; or e) assistance in the enforcement of an interim measure of protection granted by the arbitral tribunal, which the latter cannot enforce effectively (Rule 5).

5.2 Is it necessary for a form of words to be put into a contract of (re)insurance to ensure that an arbitration clause will be enforceable? If so, what form of words is required?

It is not necessary that a specific set of words be placed into an insurance contract for an arbitration clause to be enforceable. Simple words that signify both parties' consent to settle their dispute/s through arbitration is sufficient. Under the Arbitration Law of the Philippines, Act 876, a submission to arbitrate must be in writing and subscribed by the party sought to be charged, or by his/her lawful agent (Section 4).

5.3 Notwithstanding the inclusion of an express arbitration clause, is there any possibility that the courts will refuse to enforce such a clause?

Philippines law will not allow such a result. Courts may only invalidate an arbitration clause if the same is invalid, void, unenforceable or inexistent (Rule 3 of the Special ADR Rules). It is worth mentioning that there is a difference between questioning the validity of the arbitration clause and the agreement within which the arbitration clause is found. The Special ADR Rules recognise the principle of separability of the arbitration clause – that said clause shall be treated as an agreement independent of the other terms of the contract of which it forms part, hence a finding that a contract is void does not automatically mean that an arbitration clause within the contract is void as well (Rule 2.2 of the Special ADR Rules).

5.4 What interim forms of relief can be obtained in support of arbitration from the courts? Please give examples.

Under the Special ADR Rules, the court may issue the following interim measures: a) preliminary injunction directed against a party to arbitration; b) preliminary attachment against property or garnishment of funds in the custody of a bank or a third person; c) appointment of a receiver; d) detention, preservation, delivery or inspection of property; and e) assistance in the enforcement of an interim measure of protection granted by the arbitral tribunal, which the latter cannot enforce effectively (Rule 5).

5.5 Is the arbitral tribunal legally bound to give detailed reasons for its award? If not, can the parties agree (in the arbitration clause or subsequently) that a reasoned award is required?

While it is not explicitly stated that the arbitral tribunal should give detailed reasons for its award, it would be necessary and practical for the arbitral tribunal to do so since how the award was written could give the party/ies a ground to vacate the arbitral award or request for its modification or correction. Of the grounds to vacate the award, the most relevant could be under Rule 11.4(e) of the Special ADR Rules: "The arbitral tribunal exceeded its powers, or so imperfectly executed them, such that a complete, final and definite award upon the subject matter submitted to them was not made."

5.6 Is there any right of appeal to the courts from the decision of an arbitral tribunal? If so, in what circumstances does the right arise?

Generally, the decision of an arbitral tribunal is unappealable to the courts as the courts cannot "encroach upon the independence of an arbitral tribunal in the making of a final award". The parties may only petition the court for the confirmation of the arbitral award or move to vacate, correct or modify the same if any of the specific grounds to do so are available to them under the Special ADR Rules or the Arbitration Law. They may also simultaneously apply with the court to refer the case back to the arbitral tribunal or to a new tribunal. In doing the latter, the court cannot revise the award in any way or any of the tribunal's factual findings or conclusions of law (Section 11.9 of the Special ADR Rules).

6 Hot Topics

6.1 In your opinion, are there any current hot topics which relate to insurance and reinsurance issues in your jurisdiction? If so, please set out briefly any which are of particular note.

Very recently, the Philippines faced significant challenges due to major oil spills. In 2023, the MT Princess Empress sank and released approximately 800,000 litres of industrial fuel oil into Mindoro waters, causing extensive environmental damage. In 2024, the sinking of the MT Terranova in Bataan, Philippines, threatened to be a potential catastrophic spill, as it was carrying a cargo of approximately 1.4 million litres of industrial fuel.

Being a signatory of two international conventions, the 1992 Civil Liability Convention and the 1992 Fund Convention, both implemented domestically through the Oil Pollution Compensation Act of 2007, the Philippines has established a robust framework for addressing such incidents. These conventions ensure that clean-up costs and compensation for damages to thousands of fisherfolk are adequately covered.

These incidents underscore the vital role of insurance in the shipping industry, particularly for tankers carrying hazardous substances. Under the Civil Liability Convention, tankers are required to maintain insurance to cover liability for pollution damage thus ensuring available funds without excessive delays. Beyond meeting legal requirements, insurance coverage provides critical protection against unpredictable and catastrophic costs and effects of oil spills.

In conclusion, the Philippine shipping industry needs to strongly advocate for greater awareness of the importance of having adequate insurance coverage. With this, the industry can mitigate and prevent risks of oils spills, safeguard livelihoods and protect the environment of coastal communities.

Valeriano Del Rosario is managing partner of VeraLaw. He has extensive educational and business experience from the United States and Europe. His clients include companies from the USA, Europe and Japan that do business in the Philippines.

Valeriano is a Philippines qualified lawyer based in the central business district of Metro Manila. He obtained his LL.M. in shipping law and policy from the University of Wales Institute of Science and Technology in 1983. He started his legal career in London at Sinclair Roche and Temperley. He returned to the Philippines in 1987 and joined the law firm which his father established soon after the war in 1949.

In the Philippines, Valeriano focuses on both contentious as well as non-contentious matters. He is active on behalf of insurers and P&I Clubs in the arrest and release of ships, investigation and litigation arising from ship collisions, salvage, general average, oil pollution and typhoon damage-related claims. On the non-contentious side, Valeriano has wide experience advising overseas clients on setting up joint ventures and the establishment of foreign entities in the Philippines.

Valeriano and his team advised a panel of insurers on what was said to be the largest property damage claim in Southeast Asia, which concluded in 2021.

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Maria Francesca V. Bautista was admitted to the Philippine Bar in 2014. She completed her undergraduate degree in Political Science at the Ateneo de Manila University and earned her J.D. (Non-Thesis) from San Beda College Alabang, School of Law, where she ranked 10th in her graduating batch.

Since 2014, Francesca has been assistant to managing partner, Valeriano del Rosario, who heads VeraLaw's Maritime and Admiralty department. She also currently manages the firm's Foreign Filing division, under the Trademarks department headed by Maria Theresa C. Gonzales. Given the size of the firm, Francesca's legal practice also remains broad. She continues to assist the firm's partners in various corporate and special projects, insurance law matters and arbitration.

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VeraLaw is derived from the initials of the firm's original name V.E. Del Rosario & Associates – VERA.

Its founder, V.E. Del Rosario was a *summa cum laude* graduate of law from the University of Sto. Tomas. A driven man, he opened his law office soon after the war in 1949. By the time he died in 2003, the one-man law firm had grown into a full-service law firm with clients from around the world. His son Valeriano Del Rosario is the managing partner of VeraLaw.

When V.E. Del Rosario started his law practice, he offered his legal expertise to American firms that were interested in investing in the Philippines. As the country grew and expanded its economy, VeraLaw continued with the philosophy of its founder. It has maintained a solid local know-how which is geared to service the needs of its foreign clients from North America, and now the foreign client base has expanded to Japan and Europe.

The firm has a rich history on which it has built its reputation. Though founded over 70 years ago, it has continued to thrive and evolve, constantly in tempo with the times. Infused with fresh blood and reinvigorated, VeraLaw is now the partnership of Del Rosario Raboca Gonzales Grasparil. VeraLaw is more relevant than ever before in its specific areas of competence and specialty. It is a top and trusted firm in the field of maritime law and intellectual property law, for trademarks and patents. VeraLaw has expertise in local litigation, insurance, dispute resolution and international trade. Also, VeraLaw advises local and foreign clients on corporate law to establish their Philippine presence and operations, and immigration law to ensure that the expatriate employees will have the proper working visas for their smooth and continued employment in the country.

To connect to our rich legacy of more than 70 years, we have adopted the name VERA as part of our logo.

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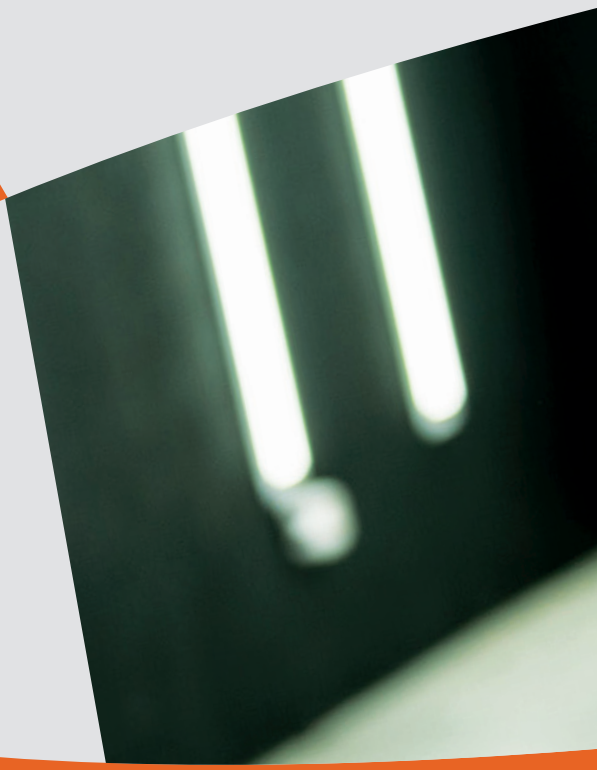
- (Re)insurance Claims
- Litigation
- Arbitration
- Hot Topics



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