

GSIS eCARD CUSTOMER INFORMATION RECORD

PERSONAL INFORMATION

First Name (include name suffix: Sr., Jr., III, IV)		Middle Name	Last Name	GSIS ID Number/CRN
Present Address (No./Street ,Subd.,Brgy/Dist,Municipality/City,Province)				ZIP Code
				Country
Permanent Address (No./Street,Subd.,Brgy/Dist,Municipality/City,Province)				ZIP Code
				Country
Tax Identification Number (TIN)		Contact Numbers:		
		Residential (Area Code + Tel. No.)	Mobile No.	
U.S Address (if applicable)				ZIP Code
U.S. Tax Account Number (TAN),if applicable		Contact Numbers:		
		U.S. Phone (Area Code + Tel. No.)	U.S Mobile No.	
Profession			e-mail Address	
Valid IDs Presented :		SSS No. _____	Voter's ID No. _____	
Company/ ID No. _____		Passport No. _____	ACR No. (For Foreign Nationals) _____ Others _____	
Gender: <input type="checkbox"/> M <input type="checkbox"/> F	Nationality _____	Civil Status: <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Separated <input type="checkbox"/> Widowed <input type="checkbox"/> Divorced		
Date of Birth (mmddyyyy)	Place of Birth _____	Mother's Maiden Name (First Name, Middle Name, Last Name)		

SPOUSE'S INFORMATION

Name (First Name, Middle Name, Last Name)	Date of Birth	Tax Identification Number (TIN)
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FINANCIAL INFORMATION OF DEPOSITOR

Employer's Name	Employment Start Date	Job Title
Employer's Address (No./Street ,Subd.,Brgy/Dist,Municipality/City,Province)		ZIP Code
Source of Funds		
<input type="checkbox"/> 10-Salary/Honoraria <input type="checkbox"/> 20-Interest/Commission <input type="checkbox"/> 30-Business <input type="checkbox"/> 40-Pension <input type="checkbox"/> 50-Overseas Filipino Remittance <input type="checkbox"/> 60-Other Remittance <input type="checkbox"/> 99-Others,(pls. specify) _____		
Occupation		Monthly Gross Income
<input type="checkbox"/> 1 - Employed <input type="checkbox"/> 3 - Overseas Filipino Worker <input type="checkbox"/> 2 - Self-employed <input type="checkbox"/> 4 - Retired <input type="checkbox"/> 5 - Others, (pls specify) _____		<input type="checkbox"/> 1 - Php 30,000.00 & Below <input type="checkbox"/> 3 - Php 50,000.01 - 100,000 <input type="checkbox"/> 5 - Over Php 500,000 <input type="checkbox"/> 2 - Php 30,000.01 - 50,000 <input type="checkbox"/> 4 - Php 100, 000.01 - 500,000

SPECIMEN SIGNATURE CARD

Account Number _____	Date Opened _____	<table style="width: 100%;"> <tr> <td style="width: 50%;">LEFT THUMBMARK</td> <td style="width: 50%;">RIGHT THUMBMARK</td> </tr> <tr> <td style="border: 1px solid black; height: 80px;"></td> <td style="border: 1px solid black; height: 80px;"></td> </tr> </table> <p style="font-size: small; text-align: center;">(This portion shall be accomplished if client is unable to write)</p>	LEFT THUMBMARK	RIGHT THUMBMARK		
LEFT THUMBMARK	RIGHT THUMBMARK					
Signature 1 _____	Signature 2 _____		Signature 3 _____			
GSIS / Servicing Bank: _____						
Identified/Signature Verified by/Date _____	Approved by/Date _____					

TERMS AND CONDITIONS FOR GSIS SERVICING BANK

1. **Eligible Members.** Members as appearing in the Database of the Government Service Insurance System are eligible to enroll under the Government Service Insurance System (GSIS) eCard Program.
2. **Card Maintenance:**
 - a. The GSIS eCard is first and foremost a membership identification card and as such will be required in all transactions of the Member/Cardholder. The GSIS eCard may also be used as:
 - An Automated Teller Machine (ATM) card, in conjunction with a Personal Identification Number (PIN), to withdraw money from ATMs, subject to the availability of interconnection; and
 - A Debit/ Cash Card. When the Member/Cardholder signs a sales voucher or enters the eCard information to pay for goods or services at retailers or suppliers worldwide who accept it, GSIS Servicing bank shall debit to the account the amount of any such transaction authorized in such way. When it is used as an ATM card, GSIS servicing bank shall also debit to the account the amount of any transaction authorized by the cardholder in such way.
 - The Member/Cardholder undertakes to act in good faith at all times in relation to all dealings with the ecard, GSIS and GSIS servicing bank.
 - The total amount of any transactions carried out in any one day shall be limited to such amounts and by such other conditions as shall be notified by electronic means or in writing to the Cardholder by GSIS servicing bank from time to time with effect from the date of such notice. A transaction cannot be canceled by the Cardholder after it has been completed. The Cardholder is not authorized to enter into transactions using the eCard to a value in excess of the credit balance of the account. If GSIS servicing bank is asked to authorize a transaction, GSIS servicing bank may take into consideration any other transactions which have been authorized but which have not been debited to the account (and any other transactional activities upon the account) and if GSIS servicing bank determines that there are or will be insufficient available funds in the account to pay the amount that would be due in respect of such transaction, GSIS servicing bank may in its own absolute discretion refuse to authorize such transaction, in which event such transaction will not be debited to the account.
 - GSIS servicing bank shall not be liable for any loss or courses of action resulting from any such refusal to authorize any transaction. GSIS servicing bank shall not be liable for any loss resulting from the refusal of any retailer, supplier, other bank or card-operated machine to accept use of the eCard in connection with any transaction. No claims of the Cardholder against any retailer or supplier may be the subject of set-off, claim or counterclaim against GSIS servicing bank. If a retailer or supplier makes a refund by means of a transaction, GSIS servicing bank will credit the account when it receives the retailer or supplier's proper instructions and the funds in respect of such refund, provided that GSIS servicing bank will not be responsible for any loss or damages resulting from any delay in receiving such instructions and funds.
 - When the eCard is used to effect a transaction through Visa International in a currency other than Philippine Peso, the transaction shall be converted to its Philippine Peso equivalent based on the Visa International Foreign Exchange Rate at the time of the transaction.
 - The Cardholder shall not use the account to pay for an illegal purchase, to transfer funds for illegal purposes or for any form of money laundering. The Cardholder agrees to hold GSIS servicing bank free and harmless from any legal problems that the transaction may result to. GSIS servicing bank reserves the right not to perform any transaction if it has sufficient grounds to believe that such transaction shall place it in a bad situation or expose it to violation of Anti-Money Laundering Law and existing laws and BSP regulations.
 - b. The Member/Cardholder acknowledge and conform that upon receipt of the new eCard from GSIS servicing bank, the old eCard shall be deactivated and will no longer be valid. The Member/Cardholder undertakes not to use the old eCard for any other purpose other than as a souvenir. The Member/ Cardholder hereby hold the GSIS servicing bank and or any of its officers and employees free and harmless against any liabilities, claims, losses or demands relative to the issuance/release of the eCard and non-surrender of old eCard, or those arising from or in connection with this Waiver of Rights and Grant of Authority.
 - c. **The PIN.** The GSIS servicing bank issues a PIN to the GSIS Member/Cardholder for use with the eCard. The Member/Cardholder agrees to keep the PIN private and confidential and agrees that these shall not be disclosed, given or made available to any person under any circumstances. The Member/Cardholder must take all reasonable precautions to avoid unauthorized use. The Member/Cardholder agrees to free GSIS servicing bank of any liability that results from disclosure of PIN.
 - d. **The eCard shall remain the property of the GSIS.** In case of death of the Member/Cardholder or any other contingency or cause, the GSIS may request from the servicing bank to suspend or block the Member/Cardholder's account upon receipt of request or notice of death from GSIS (as applicable). The GSIS may also request to restrict the account and recover an amount to the extent of overpayment of pension or loan proceeds, if any. The GSIS may also request to restrict the account to the extent of the loan amount granted to a member and later found by the GSIS as invalid due to fraud, misinterpretation, or error on account of any transaction which the member may have with the GSIS. The eCard is not transferable and shall be used exclusively by the Member/Cardholder. The Member/Cardholder shall at all times be responsible for the proper use, custody, safekeeping and security of the eCard and as such, shall take all reasonable precautions to protect the card from loss and prevent the disclosure of the PIN to other parties. Under no circumstances shall the Member/Cardholder allow the use of the ecard and/or PIN by any other individual. Accordingly, the Member/Cardholder shall hold GSIS and its servicing bank free and harmless against any and all consequences of unreported loss, PIN disclosure, fraudulent and/or unauthorized use of the eCard. The Member/Cardholder agrees to indemnify the GSIS and/or the GSIS servicing bank against any loss, damage, cost, expenses (including legal fees) that they may suffer or incur as a result of the same. The eCard shall be properly signed and activated before the Member/Cardholder may enjoy the full use and benefits of the card.
 - e. **Worn-out/Defective Card and Replacement.** Requests for replacement of worn out, destroyed or defective eCard may be made with any GSIS Office or GSIS servicing bank. The Member/Cardholder may be required to pay a specified fee for the replacement of worn out/defective card.

f. **Loss of Card and Replacement.** The Member/Cardholder shall report loss of the eCard immediately to nearest GSIS servicing branch. For fastest means of reporting, he/she shall call the GSIS servicing bank provided or published 24-hour Hotline Numbers.

- GSIS servicing bank shall place a "Hot Card" status on the card to prevent further transactions upon receipt of notification from Member/Cardholder. GSIS servicing bank shall not be liable for any withdrawal or losses that may arise due to the loss of the eCard despite receipt of written notification from the Member/Cardholder, should it appear that such transaction is made prior to the GSIS servicing bank maintenance of the "Hot Card" status and hold on the account. The "Hot Card" status and the hold on the account shall be lifted by GSIS servicing bank only upon receipt of written notification from the Member/Cardholder.
- To replace a lost card, the Member/Cardholder shall execute an Affidavit of Loss/Notice of Loss which shall personally be submitted to any branch of GSIS servicing bank immediately from the time and date the lost card was reported. GSIS servicing bank may charge the Member/Cardholder a specified fee for the replacement of lost or stolen card.

3. **Account Maintenance**

- a. The Member/Cardholder is free from any legal disabilities when opening an account.
- b. The Member/Cardholder hereby warrants that he/she is the true legal personality that he/she purports to be, and that the person opening or transacting on the account on his/her behalf is his/her authorized representative; and hereby holds the GSIS servicing bank free from all harm, liabilities and damages that may arise from fraudulent accounts that may be opened thru any misrepresentation whatsoever.

c. **Depositing/Crediting of Transactions**

- 1) The Member/Cardholder warrants that the funds deposited are not proceeds of criminal or illegal activities. Pursuant to Bangko Sentral ng Pilipinas (BSP) Circular No. 251, Series of 2000 if there is reasonable ground to believe that the funds are proceeds of a criminal or other illegal activities, the funds held as deposit shall be closed.
- 2) The Member/Cardholder agrees that with his/her enrollment in the GSIS eCard Program and issuance of the eCard, all proceeds of his loans, claims and benefits due from GSIS may be credited to his eCard virtual account with the GSIS servicing bank.
- 3) The Member/Cardholder agrees to accurately fill out the appropriate deposit slip/s, and shall hold GSIS servicing bank free and harmless from any liabilities for losses caused by any and all inaccuracies in filling out of deposit slip/s.
- 4) Cash and check deposits shall only be credited after verification by GSIS servicing bank. Checks will be accepted on collection basis and may be withdrawn only after they are cleared or the prescribed reglementary clearing period has expired. GSIS servicing bank may charge back any defective or lost item credited to his/her account, regardless of the time that has elapsed, whether or not the item itself can be returned. No second endorsed checks are allowed.
- 5) Only checks/withdrawal slips containing signatures in ink or other means of writing with a character of permanence which can be verified by GSIS servicing bank shall be honored.
- 6) The Member/Cardholder agrees that the receipt electronically generated at the time the deposit transaction was made represents what the client purports to have deposited but shall not be binding on GSIS servicing bank unless the amount deposited has been verified to be correct by GSIS servicing bank.
- 7) The interest rate on the deposit account shall be computed based on the available/withdrawable balance and credited to the account at the end of every quarter.
- 8) The Member/Cardholder shall advise GSIS servicing bank in writing of its intention to assign or pledge deposit as collateral for an obligation. The Member/Cardholder undertakes to comply with the requirements which GSIS servicing bank shall impose for such assignments or pledges.

d. The Member/Cardholder agrees that in cases of conflict between his record and that of GSIS servicing bank regarding reconciliation of deposit balances, GSIS servicing bank's record shall at all times prevail.

e. The Member/Cardholder shall promptly notify the GSIS in writing and personally fill-out a new specimen signature card in case of any changes in employment status, workstation, employer, home/ mailing address and other relevant information that deviate from those contained in the Enrollment Form when originally submitted to the GSIS. All notices required under this agreement or for its enforcement shall be sent to the mailing address indicated in the enrollment form or to such addresses as may be indicated hereafter and in writing by the Member/Cardholder to the GSIS. The notices sent to any of such address shall be valid and sufficient notice to the Member/Cardholder for all legal intents and purposes.

f. Accounts which become inactive or having no transactions for two (2) years will be classified as dormant. Moreover, accounts inactive for ten (10) consecutive years shall be escheated in favor of the Treasurer of the Philippines.

g. The Member/Cardholder agrees that provisions of Article 1250 of the Civil Code of the Philippines shall not be applicable to the Member/Cardholder's account, which states: *"In case an extraordinary inflation or deflation of the currency stipulated should supervene, the value of the currency at the time of the establishment of the obligation shall be the basis of payment, unless there is an agreement to the contrary."*

h. GSIS servicing bank may impose and deduct from the Member/Cardholder's account any necessary fees, charges, penalties or other amounts pertaining to the account the Member/Cardholder has. Unless otherwise agreed, GSIS servicing bank may modify at any time the rate of such fees, charges, penalties, or other amounts applicable to the account or any service provided to the member and communicate such changes to the Member/Cardholder through announcements in GSIS servicing bank's premises.

i. **Account Closure.** GSIS servicing bank may at any time close an account in case of death of the Member/Cardholder or any contingency or cause. Upon instruction by GSIS, the GSIS servicing bank shall: (i) turn over to GSIS the remaining balance in the account necessary to fully settle the Member's/Cardholder's obligations with the GSIS, if any; (ii) refuse to accept any credits to the account; and (iii) return to the Member/Cardholder or his heirs/beneficiary/ies the whole or part of his account balance, if any. The Cardholder may be notified either personally or by mail of GSIS servicing bank's intention to close the account. Notice by mail shall be deemed received five (5) days after the date of posting. The Cardholder is liable for all damages and losses suffered by GSIS servicing bank arising from such closure. The agreement comprised in these terms and conditions shall be deemed to remain in full force and effect if and in so far as any transaction is completed but not debited to the account prior to termination thereof. Termination of the agreement comprised in these terms and conditions shall not prejudice any liability in respect of things done or omitted to be done prior to termination thereof.

4. The Member/Cardholder agrees to be bound by GSIS servicing bank's policies, rules and regulations in the acceptance of his/her special and general powers of attorneys or written authorizations issued in favor of other persons to act in his/her behalf. In this regard, the Member/Cardholder recognizes the right of GSIS servicing bank to limit the validity period of his/her powers of attorneys and written authorizations for the mutual protection of the Member/Cardholder and GSIS servicing bank.

5. **Internet Banking.** The Member/Cardholder shall use his ATM card number and ATM PIN to access GSIS servicing bank's Internet Banking. The Member/Cardholder must immediately report to GSIS servicing bank any case of the PIN being compromised or used by a person other than the Member/Cardholder to access GSIS servicing bank Internet Banking. The deactivation of the access to Internet Banking shall take effect only after the report has been received from the Member/Cardholder and the compromised PIN status has been duly maintained by GSIS servicing bank in the Member/Cardholder's account. GSIS servicing bank shall not be liable for any debit transactions or losses that may arise due to the compromised PIN despite receipt of the Member/Cardholder's report, should it appear that such transaction is made prior to the deactivation of the Member/Cardholder's access to Internet Banking. The account is further subject to GSIS servicing bank terms and conditions regarding Internet Banking, which is available in GSIS servicing bank Internet Banking website.

6. **Deposit Insurance.** Deposits are insured by the Philippine Deposit Insurance Corporation (PDIC) to an amount prescribed by law. PDIC shall presume that the name appearing on the deposit instrument is the actual beneficial owner of the deposit, except as provided herein. In case of transfers or break-up of deposits, PDIC shall recognize actual/ beneficial ownership of transferees who are qualified relatives to the transferor. Qualified relatives are transferees within the third degree of consanguinity or affinity of the transferor. In case of (a) deposits in the name of, or transfers or break-up of Members/Cardholders in favor of, entities, either singly or jointly with individuals, and (b) transfers or break-up of deposits in favor of non-qualified relative, whenever such transfer/ break-up will result in increased deposit insurance coverage, PDIC shall recognize beneficial ownership of the entity or transferee provided that the deposit account records show the following:

- 1) Details or information establishing the right and capacity or the relationship of the entity with the individual, or
- 2) Details or information establishing the validity or effectivity of the deposit transfer, or
- 3) Copy of Board Resolution, order of competent government body/agency/ contract or similar document as required/provided by applicable laws.

In the absence of any of the foregoing, PDIC shall deem the outstanding deposit as maintained for the benefit of the transferor although in the name of the transferee subject to consolidation with the other deposit of the transferor.

PDIC shall require additional documents from the Member/Cardholder to ascertain the details of the deposit transfer or the right and capacity of the transferee or his relationship to the transferor.

7. It is understood that in handling the processing of the transactions, GSIS servicing bank may inadvertently commit errors and therefore shall not be held for any liability.
8. GSIS servicing bank and its officers and employees shall not be deemed to have violated R.A. No. 1405, as amended, R.A. No. 6426, as amended, R.A. No. 8791, R.A. No. 9160, as amended by R.A. No. 9194, R.A. No. 10167 and RA 10365, and other similar laws when reporting covered or suspicious transactions to the Anti-Money Laundering Council, by allowing GSIS to inquire into the status of the Member/Cardholder's account or recover any loss to the Member/Cardholder or GSIS servicing bank resulting from the loss, theft, misuse or unauthorized use of the eCard.

9. GSIS servicing bank reserves the right to adopt such policies, rules and regulations from time to time as the need arises and the Member/Cardholder hereby consents to said policies, rules and procedures and agrees to abide by them. GSIS servicing bank reserves the right to add, revise, amend or cancel, in whole or part any of the products and services provided by GSIS servicing bank and any of the terms and conditions pertaining to any product or service, through an addendum to these terms and conditions. The Member/Cardholder also agrees that where particular transactions, products or services as subject to specific terms and conditions agreed upon with GSIS servicing bank, or that are applicable thereto, such terms and conditions shall take precedence, and these terms and conditions shall be of supplementary character for said transactions, products or services.

10. GSIS servicing bank shall not be liable for any failure to provide any service or to perform any obligation, or for any loss, damage, injury, or claim of whatever nature that the Member/Cardholder may suffer in connection with the use of GSIS servicing bank's systems, due to any fortuitous event, typhoons, floods, public disturbances and calamities, or any act or circumstance beyond the control of GSIS servicing bank, such as but not limited to: (a) prolonged power outages, breakdown in computers and communication facilities, and other similar cases; (b) inaccurate, incomplete or delayed information is received by the Member/Cardholder due to disruption or failure of any communication facilities used for the service; (c) indirect, incidental, or consequential loss, loss of profit or damage suffered by the Member/Cardholder by reason of its use or failure to use the services provided under these terms and conditions.

11. GSIS servicing bank shall in no case be involved in, and shall be held free and harmless by GSIS and/or the Member/Cardholder from any and all liabilities or claims that may be occasioned by disputes that may arise between GSIS and the Member/Cardholder in connection with their membership with GSIS.

12. GSIS shall have the right to recover any amount in the account credited thereon by the GSIS due to fraud, misrepresentation or error on account of any transaction which the Member/Cardholder may have with GSIS. The Member/Cardholder hereby authorizes the GSIS, without any notice to or consent on his/her part, to directly and immediately recover, any amount credited to the subject account due to error, fraud or misrepresentation in relation to any GSIS-related transactions; and, to debit, reverse, adjust, or correct the amounts credited to the subject account, inquire on any information about the account, as well as freeze or close the same, as the GSIS may deem proper or necessary. The Member/Cardholder relieves the GSIS servicing bank of any liability in case transactions are disallowed by reason of a notification from GSIS to the effect that certain credits to the Member/Cardholder's account have been discontinued or overpayments, errors and irregularities have been noted. Further, the Member/Cardholder hereby waives his/her rights as depositor of GSIS servicing bank, under existing banking and other applicable laws, rules and regulations including but not limited to Republic Act 1405 (Law on Secrecy of Bank Deposits), Republic Act No. 8791 (the General Banking Law), including amendments thereof (if any). The Member/Cardholder hereby authorizes GSIS servicing bank to disclose to the GSIS any information or provide any document pertaining to the Member/Cardholder's account, as may be requested by the GSIS.

13. Legal Recognition of Electronic Writing of Document and Data Messages. Transactions with the GSIS entered into via the eCard Program shall have the same legal status in the Philippines as paper-based transactions and manually signed signatures under the Electronic Commerce Act (ECA 2000).

14. Communication of Electronic Data Messages. The GSIS is entitled to regard the electronic registration of the member as being his/her and to act on that assumption if the registration procedure and requested information have been properly complied with. The System reserves the right to consider all the electronic transactions as originating from the registered member himself and to act on that consideration.

15. GSIS servicing bank and GSIS shall have a lien and authority to set-off against the balance of the Member/Cardholder any obligation due to Servicing Bank or any of its subsidiaries and affiliates.

16. Amendments. Upon written notice to Member/Cardholder, the GSIS may, at any time and for whatever reason it may deem reasonable, amend, revise or modify this agreement and any such amendment shall bind the Member/Cardholder upon receipt of notice thereof.

17. Venue. Any legal action, suit, or proceeding arising out of or relating to this agreement, shall be brought or instituted only in the appropriate courts where the principal office of GSIS is located. For this purpose, the principal office of GSIS is located in the City of Pasay until it is transferred at some future date. Thus, it is to be understood that once the Member/Cardholder initiates any legal action arising from or under this agreement, for whatever causes, the Member/Cardholder can initiate it only in the courts where the principal office of GSIS is located.

18. The Member/Cardholder hereby authorizes GSIS servicing bank to inquire and make verification with any bank, financial or lending institution whether judicial or otherwise as to the state and condition of any and all kinds of accounts he/she keep and maintain with any or all of them, and he/she hereby waives his/her rights to the secrecy thereof.

19. The Member/Cardholder agrees to be bound by any law passed or may be passed regarding anti-money laundering and other laws relating thereto, and consents to and holds GSIS servicing bank free and harmless in complying thereto including the requirement of reporting to authorized agencies transaction covered by those laws.

20. In all other cases not specifically provided under these terms and conditions, the usual customs and procedures between GSIS servicing bank and a Member/Cardholder, the existing rules and regulations, policies and circulars (and those that may be issued from time to time) by the BSP, Banker's Association of the Philippines (BAP), Megalink/ Bancnet relative to ATM banking, phonebanking, or such transaction related to electronic transactions, shall be taken into consideration in the operation and maintenance of the account and in resolving issues involving transactions between GSIS servicing bank and the Member/Cardholder. The Member/Cardholder holds GSIS servicing bank free and harmless from any liability or causes of action in case limitations or restrictions are imposed on the operation and maintenance of the account, by the BSP or by the government which GSIS servicing bank is bound to comply with or strictly implement.

21. The Member/Cardholder attests that the information are true, correct and voluntarily given. The GSIS servicing bank is authorized to give information on the account to GSIS and other appropriate agencies without need of his/her prior consent, and he/she represents and warrants that the opening of the account and all transactions made thereon are not in violation thereof. He/she acknowledge that GSIS servicing bank is duly bound to comply with certain requirements under the law such as records management, reportorial requirements, disclosure of certain information about the account and transactions pertaining thereto, and in connections therewith, hereby holds GSIS servicing bank free and harmless from any and all liabilities, claims and or damages that may arise therefrom.

22. The Member/Cardholder is understood to have accepted the above terms and conditions and additional regulations GSIS servicing bank may subsequently prescribed from time to time. Likewise, the operation of GSIS servicing bank's account is subject to, and governed by the rules and regulations of GSIS servicing bank and the BSP.

PRINT NAME AND SIGNATURE/Date