



BANGKO SENTRAL NG PILIPINAS

OFFICE OF THE GOVERNOR

CIRCULAR NO. 1003

Series of 2018

Subject: Guidelines on the Establishment and Operations of Credit Card Issuers to Implement Republic Act No. 10870 or the Philippine Credit Card Industry Regulations Law

The Monetary Board, in its Resolution No. 694 dated 26 April 2018, approved the Guidelines on the Establishment and Operations of Bank and Non-Bank Credit Card Issuers to implement Republic Act (RA) No. 10870 or the Philippine Credit Card Industry Regulations Law, and accordingly approved the amendments to the relevant provisions of the Manual of Regulations for Non-Bank Financial Institutions (MORNBFi) and Manual of Regulations for Banks (MORB).

SECTION 1. Section 4301N and Appendix N-10; and Section 4320Q and Appendix Q-61 of the MORNBFi are hereby deleted and superseded by the attached Guidelines on the Establishment and Operations of Non-Bank Credit Card Issuers (Annex A and its Appendices) which shall be incorporated as C Regulations of the MORNBFi.

SECTION 2. The provisions of Section X320, and its Subsections, of the MORB governing the establishment and operations of Bank Credit Card Issuers are hereby amended as follows:

"Sec. X320 Credit Card Operations; General Policy. The Bangko Sentral shall foster the development of the credit card industry to make consumer credit readily available under conditions of fair and sound business practices aligned with global best practices. The Bangko Sentral likewise envisions effective and efficient delivery of credit card services that encourages transparency and competition.

The following rules and regulations shall govern the establishment and operations of all bank credit card issuers, acquirers and all credit card transactions.

"§ X320.1 Definition of terms.

a. *Credit card* refers to any card or other credit device, including its virtual representation, intended for the purpose of obtaining money, property, goods or services on credit.

b. *Minimum amount due or minimum payment required* refers to the minimum amount that the credit cardholder is required to pay on or before the payment due date for a particular billing period/cycle which may include:

- (1) outstanding balance multiplied by the required payment percentage or a fixed amount, whichever is higher;
- (2) any amount which is part of any fixed monthly installment that is charged to the card;
- (3) any amount in excess of the credit line; and
- (4) all past due amounts, if any.

c. *Default or delinquency* refers to non-payment of, or payment of an amount less than, the "*Minimum Amount Due*" or "*Minimum Payment Required*", or words of similar import, for at least three (3) billing cycles, in which case, the "*Total Amount Due*" or "*Outstanding Balance*" for the particular billing period as reflected in the monthly statement of account may be considered in default or delinquent.

d. *Acceleration clause* refers to any provision in the contract between the bank and the cardholder that gives the bank the right to demand the full settlement of the obligation in case of default or non-payment of any amount due, or for any valid reason.

e. *Simple annual rate* refers to the uniform percentage which represents the ratio between the finance charge and the amount to be financed under the assumption that the loan is payable in one (1) year with single payment upon maturity and there are no upfront deductions to principal.

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f. *Credit card acquirer* refers to the institution that accepts and facilitates processing of the credit card transaction which is initially accepted by the merchant.

g. *Credit cardholder* refers to a person who owns and benefits from the use of a credit card.

h. *Credit card business activity report* refers to a report which contains the quantitative data on the credit card industry.

i. *Credit card issuer* refers to a bank that offers the use of its credit card.

j. *Pre-approved credit cards* refer to unsolicited credit cards issued by credit card issuers to consumers who have not applied for such credit cards. Acts described under *Appendix*

103 of the MORB and other similar acts are deemed tantamount to the act of issuing pre-approved credit cards, notwithstanding any contrary stipulations in the contract.

k. *Application* refers to a request, documented in physical or electronic form with clear and explicit intention and consent of the applicant to avail of a credit card from a credit card issuer.

l. *Balance transfer* refers to the transfer of the balance in a credit card account with one (1) credit card issuer to another account under a different credit card issuer subject to terms mutually agreed upon by the parties concerned.

m. *Billing cycle/billing period* refers to the period of time between two (2) successive cut-off dates documented in a billing statement and defined under the terms and conditions of the credit card contract/agreement. A billing cycle/billing period shall comprise at least fifteen (15) calendar days.

n. *Card association or payment network or credit card network provider* refers to any company that provides credit card network such as, but not limited to American Express, VISA International, MasterCard International, JCB International, Diners Club and China Union Pay.

o. *Cash advances* refer to cash obtained by the cardholder from his/her credit card account, availed in any manner as stipulated in the credit card contract/agreement.

p. *Credit card limit* refers to the maximum total amount for purchases, cash advances, balance transfers, and finance charges, service fees, penalties, and other charges which can be charged to the credit card. It represents the total loan or credit that a credit card issuer can extend to a cardholder.

q. *Finance charges* refer to the interest charged to the cardholder on all credit card transactions in accordance with the terms and conditions specified in the contract/agreement on the use of the credit card.

r. *Installment purchases* refer to transactions wherein payment for which is amortized in parts over a fixed period.

s. *Industry association* refers to an association composed of companies engaged in the business of banking, finance, credit and/or payments.

t. *Membership fee* refers to the amount a credit card issuer charges the credit cardholder for the right to use its credit card and acquire access to other membership benefits. This may also be referred to as annual membership fee, annual fee, joining fee or application fee.

u. *Outstanding balance or Total amount due* refers to the amount to be repaid as of statement cut-off date.

v. *Statement cut-off date* refers to the end date of a billing cycle, as determined by the credit card issuer, when account activities (such as purchases, payments, charges) during the billing cycle are summarized.

w. *Statement of account or billing statement* refers to the regular statement listing of the purchases, payments and other debits and credits made to the credit card account within the billing cycle.

x. *Supplementary card or extension card* refers to a credit card issued to another person whose credit limit is consolidated with the primary cardholder.

"§ X320.2 Minimum requirements for banks operating as credit card issuers.

A duly incorporated bank of good standing which intends to engage in credit card business, may operate as a credit card issuer: *Provided*, That it submits the following requirements:

- a. Notice to the appropriate department of the SES that the Bank will engage in credit card operations; and
- b. Certification under oath executed by the president or officer of equivalent rank of the Bank that it has complied with the relevant risk management standards set out under the MORB, including among others, Credit and Information Technology Risk Management.

"§ X320.3 Commencement of operations as credit card issuer. A bank shall commence its credit card operations within six (6) months from its submission of the documents required under Subsec. X320.2 of the MORB. The president or officer of equivalent rank of the bank shall submit a written notice of commencement of business operations within ten (10) banking days therefrom.

"§ X320.4 Minimum requirements for the governance and risk management system for credit card operations of Banks. To effectively deliver services, banks must have adequate financial strength, fit and proper board and management and must demonstrate technical and risk management capability to operate a credit card business. Banks shall establish a risk governance framework that includes policies, supported by appropriate processes and control procedures, designed to ensure that the risk arising from credit card operations are identified, aggregated, monitored and mitigated. The risk governance framework of banks shall be guided by Section X174, as applicable.

At the minimum, the risk management and control systems on credit card operations shall cover:

- a. Policies, procedures and management information systems for credit card operations. These shall include limits and thresholds on exposures considering the bank's approved credit risk appetite;
- b. Organizational set up and the corresponding roles and responsibilities of personnel in the unit handling the credit card business;
- c. Approach to identifying, assessing, aggregating, monitoring, and reporting risks arising from credit card operations using appropriate risk management tools. This shall likewise include risk mitigation strategies and tools for maintaining risks within thresholds and limits set; and
- d. Internal audit and other independent review of credit card operations.

Written policies, procedures and internal control guidelines shall be established on the following aspects of credit card operations:

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"§ X320.5 Minimum requirements for the issuance of credit cards. Banks shall not issue pre-approved credit cards as provided under *Appendix 103* of the MORB notwithstanding any contrary stipulations in the credit card contract/agreement with the cardholder.

Before issuing credit cards, banks shall conduct know-your-client (KYC) and customer identification procedures, consistent with applicable regulations; and exercise proper diligence in ascertaining that applicants possess good credit standing and are financially capable of fulfilling their credit commitments.

All credit card applications shall undergo a strict credit underwriting process, and information stated thereon shall be verified and validated by authorized personnel of banks, other than those handling marketing.

"§ X320.6 Information to be disclosed. Banks shall disclose to each of their existing and potential credit cardholders the following information:

- a. the finance charges for unpaid amounts after payment due date to be paid by the cardholder;
- b. other charges or fees, individually itemized, such as membership/renewal fees, processing fees, over-the-limit fees, collection fees, credit investigation fees and attorney's fees to be paid by the cardholder in connection with the transaction and incidental to the extension of credit;
- c. the percentage that the interest/finance charge bears to the total amount to be financed expressed as a simple monthly or annual rate, or a monthly or annual effective interest

rate, on the outstanding balance of the obligation, as described in Item "e" of Subsection X320.1;

- d. for installment loans, the number of installments, amount and due dates or payment schedules to repay the indebtedness;
- e. the late payment fee/penalty for late payment or similar delinquency-related charges payable in the event of late payments, which shall be computed in accordance with Subsection X320.11;
- f. when one (1) or more periodic rates is used to compute interest: each such rate, the balances to which it is applicable, and the corresponding simple annual rate;
- g. in cases when transactions are made in foreign currencies, or for dual currency accounts, or when payments are made in any currency other than the billing currency: the manner of conversion from transaction currency to billing currency; or a general description of the conversion rates;
- h. a reminder to the cardholder in the billing statement, or its equivalent document, that payment of only the minimum amount due or any amount less than the total amount due for the billing cycle/billing period would mean the imposition of interest and/or other charges. A written statement in the following form must be printed in the billing statement:

"Important Reminder: Paying less than the total amount due will increase the amount of interest and other charges you pay and the time it takes to repay your balance."

Banks may provide additional reminders to the cardholder, including but not limited to late payment fees that may be imposed on past due or delinquent accounts;

- i. to the extent practicable, a detailed explanation and a clear illustration of the manner by which all interest, charges and fees are computed.

Banks shall notify the cardholder at least ninety (90) calendar days prior to any change in the manner of computation of the outstanding balance and the amount of fees to be imposed on the cardholder. If the cardholder finds the change to be unacceptable, he/she shall have the right to terminate his/her account with the bank, subject to Subsection X320.13 of this regulation;

- j. a table of all applicable fees, penalties, interest rates, conversion reference rates for third currency transactions, and the reason for their imposition, on credit card application

forms, billing statements, and in the terms and conditions of the credit card agreement; and

- k. any other information that may be required by the Bangko Sentral.

Banks shall endeavour to convey the above information in a manner that is understandable to the credit cardholder. The items enumerated above may be included in a billing statement on a quarterly basis at the minimum, in tabular format.

The table of fees, penalties, interest rates and reminder shall be printed in plain language, in bold black letters against a light or white background using the minimum Arial 12 theme font and size, or its equivalent in readability, and on the first page, if applicable document has more than one (1) page.

Banks shall ensure that all the above information, conveyed through written or electronic forms of communication, is easy to read for the average person. All marketing and advertising materials shall also disclose information that are consistent with the aforementioned provisions.

Banks shall put in place policies and procedures to ensure timely and effective delivery, either through physical or electronic means, of statement of accounts or billing statements, and other important information related to the credit card account of the cardholder.

“§ X320.7 Accrual of interest earned on loans. Accrual of interest earned on loans shall be subject to the provisions of Subsection X305.4 of the MORB.

“§ X320.8 Method of computing and imposition of interest or finance charges. Banks shall only charge interest or finance charges arising from the non-payment in full or on time of the outstanding balance based on the unpaid amount of the outstanding balance as of statement cut-off date, but excluding:

- a. the current billing cycle’s purchase transactions reckoned from the previous cycle’s statement cut-off date, and
- b. deferred payments under zero-interest installment arrangements which are not yet due.

Interest or finance charges shall be imposed on the unpaid outstanding balance as of cut-off date each time a cardholder pays less than, or does not pay on time, the outstanding balance stated in his/her statement of account. Such interest or finance charge shall continue to be imposed until the outstanding balance and applicable interest are fully paid.

For credit card cash advances, a cardholder may be charged cash advance fees and finance charge on the date that the cash is obtained, subject to terms and conditions under the credit card contract/agreement.

For a loan where the principal is payable in installments, interest per installment period shall be calculated based on the outstanding balance of the loan at the beginning of each installment period.

All credit card-related documents shall show repayment schedules in a manner consistent with this provision. Marketing and advertising materials shall likewise be consistent with this provision.

"§ X320.9 *Payment due date.* Payment due date, or the date on which payment of the minimum amount due must be made to the bank, shall be specified in the statement of account or billing statement: *Provided, That:*

- a. Payment due date shall be the same whatever the mode of payment: *Provided, further, That* payment through any authorized mode, or made to any accredited payment center of the bank, shall be considered as payment to the bank made on the same date. Accordingly, Service Level Agreements between banks and their accredited payment centers shall be amended to operationalize this requirement.
- b. Notwithstanding any provision in the credit card contract/agreement, if the payment due date falls on a weekend and regular national holidays, the payment due date shall be automatically moved to the next business day and payment thereon shall not be treated as late payment.

"§ X320.10 *Deferral charges.* The bank and the cardholder may, prior to the consummation of the transaction, agree in written or electronic form, to a deferral of all or part of one (1) or more unpaid installments; and the bank may collect a deferral charge which shall not exceed the rate previously disclosed pursuant to the provisions on disclosure in Subsection X320.6.

"§ X320.11 *Late payment fees/penalty for late payment.* No late payment fees or penalty for late payment shall be collected from cardholders unless the collection thereof is fully disclosed in the contract/agreement between the bank and the cardholder: *Provided, That* such fees shall be based on the unpaid minimum amount due or a prescribed minimum fixed amount, whichever is lower: *Provided, further, That* said fees may be based on the total outstanding balance of the credit card obligation, including amounts payable under installment terms or deferred payment schemes, if the contract/agreement between the bank and the cardholder

contains an *"acceleration clause"* as defined in Item *"d"* of Subsection X320.1, and the total outstanding balance of the credit card is classified and reported as past due.

"§ X320.12 Confidentiality of information. Banks, their directors, officers, employees and agents shall keep strictly confidential the data on the cardholder, except under any of the following circumstances:

- a. when disclosure of information is with the consent of the cardholder, which shall be stipulated in the application forms, the credit card contract/agreement, or any manner allowed by applicable laws, rules and regulations;
- b. upon orders of a court of competent jurisdiction or any government office or agency authorized by law, or under such conditions as may be prescribed by the Bangko Sentral Monetary Board;
- c. when the cardholder information is released, submitted or exchanged with credit information bureaus, industry associations, card associations or payment networks;
- d. when disclosure to third party service providers is necessary for the sole purpose of assisting or rendering services to the bank in enforcing its rights against the cardholder;
- e. when disclosure to third parties such as insurance companies is necessary for the sole purpose of insuring the bank from cardholder default or other credit loss, and the cardholder from fraud or unauthorized charges; and
- f. when disclosure to third parties is for the purpose of investigating fraud or unauthorized activities or mitigating risk involving card issuance, use and acquiring.

The recipients of information described in Items *"a"* to *"f"* above shall likewise be bound to preserve the confidentiality of cardholder data.

The disclosure of cardholder information by banks to third parties shall be subject to applicable laws, rules and regulations on data privacy.

"§ X320.13 Suspension, termination of effectivity and reactivation of credit cards; and termination of accounts. Banks shall formulate criteria or parameters for suspension, revocation and reactivation of the right to use the card, and shall include in their contract/agreement with cardholders a provision authorizing banks to suspend or terminate the credit card effectivity, if circumstances warrant.

A cardholder may cancel or terminate his/her credit card account with any bank anytime: *Provided*, That the cardholder either pays in full, or enters into another agreement for payment of the outstanding balance and new purchases, debits and deferred installments. Payment may be made either through a one-time payment or on installments within a fixed period of time: *Provided, further*, That repayment in installments shall only be generally subject to interest, unless there is a violation of the above-mentioned new agreement.

A bank may initiate suspension, cancellation or revocation of a credit card account for any valid reason, as indicated in the terms and conditions of the credit card agreement: *Provided*, That the cardholder is notified of the suspension/cancellation/revocation within seven (7) business days from the date of suspension/cancellation/revocation. The credit cardholder shall have the right to appeal the suspension/cancellation/revocation subject to mutual agreement with the bank.

"§ X320.14 Inspection of records covering credit card transactions; determination of credit card limit; and over-the-limit transactions. Banks shall make available for inspection or examination by the appropriate department of the Supervision and Examination Sector the complete and accurate files on card applicant/cardholder to support the consideration for approval of the application and determination of the credit limit, which shall be in accordance with the verified debt repayment ability and/or net worth of the card applicant/cardholder.

Banks shall determine, based on the credit standing, credit history and financial capacity of the cardholder, the credit limit to be extended to the cardholder. Banks may thereafter implement changes in the credit limit applicable on the account based on their policies: *Provided*, That the cardholder is notified of such changes: *Provided, further*, That any credit limit increase may be declined by the cardholder: *Provided, finally*, That the cardholder has the option to request for a credit limit adjustment upon submission of updated information, but subject to the approval of the bank.

If a cardholder breaches the credit limit by a new transaction, the transaction may be processed, subject to the discretion of the bank as guided by its policies: *Provided*, That fees on over-the-limit transactions, if any, are clearly and prominently disclosed in the table of fees and charges, pursuant to Subsection X320.6.

"§ X320.15 Offsets. A bank shall inform the cardholder, through the agreement, contract or any equivalent document governing the use of the credit card that, pursuant to the provisions of Articles 1278 to 1290 of the New Civil Code of the Philippines, as amended, a bank may offset any amount due and payable on the credit card against the cardholder's deposits with the bank, if any.

"§ X320.16 Handling of complaints, inquiries or requests. Banks shall establish a Consumer Assistance Unit within its organization, which shall be responsible for providing prompt action for the expeditious resolution of credit card related complaints, inquiries and requests.

- a. Billing Statement. Banks shall give cardholders up to thirty (30) calendar days from statement date to report any error or discrepancy in their statement of account or billing statement. The manner of reporting or notice of any billing error or discrepancy to the bank may be through written, verbal or any documented means.

The bank shall take action within ten (10) business days from receipt of such notice together with relevant documents or records in physical or electronic form from the cardholder.

Within ninety (90) days after receipt of the notice, banks shall conduct a thorough investigation; shall make appropriate corrections in their records; and send a written explanation or clarification to the cardholder, prior to taking any action to collect the contested amount, subject to the result of the investigation.

Nothing in this Subsection shall be construed to prohibit any action by the bank to collect any amount which has not been indicated by the cardholder to contain a billing error.

- b. Lost or Stolen Cards. In case a credit card is lost or stolen, any transaction made prior to reporting by the cardholder of the loss or theft of his/her card to the bank shall be for the account of the cardholder: *Provided*, That this is without prejudice to the right of the cardholder to dispute the transaction, which, if found to be an unauthorized or fraudulent transaction, shall be corrected or reversed by the bank, including any finance charges and other fees related thereto, in accordance with the procedures set forth in the aforementioned regulations.

"§ X320.17 Appropriate manner of collection and use of third party collection agents. Banks may resort to all reasonable and legally permissible means to collect amounts due them under the credit card agreement: *Provided*, That in the exercise of their rights and performance of duties, they must observe good faith, reasonable conduct and proper decorum, and refrain from engaging in unscrupulous acts.

Banks may engage qualified third party service providers/collection agents for the purpose of assisting or rendering services in the administration of the credit card business, including recovery of unpaid obligations and enforcement of rights against the cardholder: *Provided*, That the engagement is in accordance with Bangko Sentral regulations on outsourcing, as applicable: *Provided, further*, That the outsourcing arrangement shall be covered by a Service Level Agreement covering the responsibilities and accountabilities of each party.

Notwithstanding any contractual agreement between a bank and service provider/collection agent, the bank shall be responsible to its customers for maintaining customer service standards, without prejudice to further recourse, if any, by the bank to the service provider/collection agent.

A bank or its service provider/collection agent may communicate with a credit cardholder in connection with the collection of any debt through acceptable and reasonable modes. They shall not harass, abuse or oppress any cardholder or any person, or engage in any unfair practices in the collection of credit card debt.

The following activities are considered as guidelines and are not irrebutably presumed to be unfair collection practices. Conversely, not all practices which might under the circumstances be termed unfair are mentioned here. The Monetary Board may now and then consider any other acts/omissions as unfair collection practices:

- a. the use or threat of violence or other criminal means to harm a person, or his/her reputation or property;
- b. the use of obscenities, insults, or profane language which amount to a criminal act or offense under applicable laws;
- c. disclosure of the names of credit cardholders who allegedly refuse to pay debts, except as allowed under Subsection X320.12;
- d. threat to take any action that cannot legally be taken;
- e. communicating or threatening to communicate to any person or entity, credit information which is known to be false, including failure to communicate that a debt is being disputed;
- f. any false representation or deceptive means to collect or attempt to collect any debt, or to obtain information concerning a cardholder; and
- g. making contact at unreasonable/inconvenient hours, defined as contact before 6:00 A.M. or after 10:00 P.M., unless the cardholder has given express permission, or said times are the only reasonable or convenient opportunities for contact.

Banks shall inform their cardholder in writing of the endorsement of the collection of his/her account to a collection agency/agent, or the endorsement of the account from one (1) collection agency/agent to another, at least seven (7) business days prior to the actual endorsement. The notification shall include the full name of the collection agency and its contact details. The requirement to notify in writing shall be included in the terms and conditions of the

credit card agreement: *Provided*, That the bank shall refer the collection of an account to only one collection agency/agent at any one time.

Banks shall adopt policies and procedures to ensure that personnel handling the collection of accounts, whether these are in-house collectors, or third-party collection agents, shall disclose his/her full name/true identity to the cardholder.

“§ X320.18 Application of card payment. Upon receipt of a payment from a cardholder whose account carries different interest rates for different types of purchases (i.e., cash advances, regular purchases, balance transfers), the bank shall apply amounts in excess of the minimum payment amount first to the fees and charges, and then to the billed balance bearing the highest rate of interest, followed by the billed balance bearing the next higher rate of interest, until the payment is exhausted: *Provided*, That the original rates for promotional offers shall be the basis for determining hierarchy of payment.

“§ X320.19 Service level agreement among industry players. There shall be, in the Service Level Agreement between acquirers and their partner merchants, a provision requiring merchants to perform due diligence to establish the identity of the cardholders, in accordance with applicable laws, rules and regulations.

Nothing in these regulations shall preclude banks from verifying or seeking confirmation with the cardholder any purchase, if in their assessment there is reasonable concern as to the validity of the purchase.

“§ X320.20 Sanctions and penal provisions. Violations of the provisions of Section X320 and its Subsections shall be subject to any or all of the following sanctions depending upon their severity:

- a. Consistent with Sec. X009, the Bangko Sentral may deploy enforcement actions to promote adherence with the requirements set forth in this Section and its Subsections and bring about timely corrective actions.
- b. Imposition of penalties and sanctions provided under Section 37 of R.A. No. 7653.

The provisions of Section 37 shall be made applicable to any bank, acquirer, their directors and officers including, but not limited to, the administrative sanctions that may be imposed, without prejudice to the criminal sanctions against the culpable persons provided in R.A. No. 10870, for any willful violation of such law, or any related rules, regulations, orders or instructions issued by the Monetary Board: *Provided*, That in addition to the administrative sanctions that may be imposed, the

authority of the bank to issue credit cards may be suspended or cancelled by the Bangko Sentral.

- c. Appropriate monetary penalties, sanctions and other enforcement action/s shall be imposed for the following violation/s:

Nature of Violation/ Exception	Possible Sanctions/ Penalties
i. Operating without prior notification to the Bangko Sentral	<ul style="list-style-type: none"> Applicable penalty prescribed under Section 37 of R.A. No. 7653, as implemented under Subsection X902.1 of the MORB Applicable enforcement actions under Sec. X009 of the MORB
ii. Violation of any provisions/requirements of this regulation	<ul style="list-style-type: none"> Penalties and sanctions and enforcement actions under applicable laws, such as Section 27 of R.A. No. 10870, rules and regulations, such as, but not limited to Subsections X902.1 and X009 of the MORB
iii. Erroneous/delayed/ unsubmitted reports	<ul style="list-style-type: none"> Applicable penalties under Subsection X184.3 of the MORB

“§ X320.21 Submission of credit card business activity report. For purposes of transparency and availability of data on credit card operations and in light of ensuring consumer protection, as well as managing risks involved in credit transactions, banks shall submit a monthly quantitative report to the Bangko Sentral covering the following data on bank credit card issuers/acquirers, cardholders, credit card complaints and usage location:

Credit Card Issuance	Unit of Expression
I. Cards-in-force per network/brand	Number
II. Cards-in-force per card type	Number
III. Approved credit card applications	Number
IV. Cards issued by status	Number
V. Cards issued per credit limit	Peso amount
VI. Billings per mode of transactions	Peso amount
VII. Billings per network/ brand	Peso amount
VIII. Billed fees/charges	Peso amount
IX. Gross payment	Peso amount
X. Receivables	Peso amount
XI. Rates/charges per cardholder percentage	Peso amount
IX. Gross payment Peso	Peso amount
X. Receivables	Peso amount
XI. Rates/charges per cardholder	Peso amount/percentage

Cardholder Profile	Unit of Expression
I. Cardholder information (age, occupation, gender, civil status, educational attainment, geographic location)	Number
II. Cardholder by type of payment	Number

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Changes to the existing report format required under this Subsection shall be covered by a separate issuance.

“§ X320.22 Voluntary cessation of credit card business. A bank may undertake voluntary cessation of its credit card business: *Provided*, That it notifies the appropriate department of the SES and submits a plan of cessation of operations within ten (10) banking days from date of approval of such plan of cessation by the bank’s Board of Directors.

“§ X320.23 Transitory provisions. Banks with existing credit card operations shall be allowed a transitory period to make appropriate adjustments in their systems, processes and personnel to be compliant with the following provisions of this Section:


- a. For Subsection X320.8, which pertains to adjustments in the computation and imposition of interest and finance charges; and for Subsection X320.18 which pertains to the hierarchy of application of credit card payments: within one (1) year from the date of effectivity of this Circular;
- b. For Subsection X320.9(a), which pertains to same day recognition of payments made in accredited payment centers by banks: within nine (9) months from the date of effectivity of this Circular;
- c. For Subsection X320.9(b), which pertains to adjustment of payment due dates falling on weekends and holidays into the next business day: within three (3) months from the date of effectivity of this Circular; and
- d. For Subsection X320.11, which pertains to adjustments in the computation of late payment fees or penalty for late payment: within six (6) months from the date of effectivity of this Circular.

SECTION 3. Considering the renumbering of the provisions of the above Subsections, references to the renumbered provisions are correspondingly amended/deleted as shown below:

Subsection/ Appendix	With cross- reference	On the:	New Section/ Subsection
MORB			
X1002.1	X320.4	Disclosure and Transparency	X320.6
App. 6	X320.17	Credit Card Business Report	X320.21
Appendix 103	X320.3	Pre-Approved Credit Cards	X320.5
MORNBFI			
41002Q.1/4402S.1	4320Q.4	Disclosure and Transparency	4101C.6
App. Q-3/App. N-1	4320Q.16/ 4301N.16	Credit Card Business Report	4101C.21
4702N.1	4320Q.4	Disclosure and transparency	4101C.6
	4301N.6	Method of computing interest	4101C.8

SECTION 4. Effectivity. This Circular shall take effect fifteen (15) days following its publication either in the Official Gazette or in any newspaper of general circulation in the Philippines.

FOR THE MONETARY BOARD:


DIWA C. GUINIGUNDO
Officer-In-Charge

16 May 2018

MANUAL OF REGULATIONS FOR NON-BANK FINANCIAL INSTITUTIONS

C REGULATIONS

Guidelines on the Establishment and Operations of Non-Bank Credit Card Issuers

Section 4101C Credit Card Operations; General Policy.

The Bangko Sentral shall foster the development of the credit card industry to make consumer credit readily available under conditions of fair and sound business practices aligned with global best practices. The Bangko Sentral likewise envisions effective and efficient delivery of credit card services that encourages transparency and competition.

The following rules and regulations shall govern the establishment and operations of all non-bank credit card issuers, acquirers and all credit card transactions.

§ 4101C.1 *Definition of terms.*

- a. *Credit card* refers to any card or other credit device, including its virtual representation, intended for the purpose of obtaining money, property, goods or services on credit.
- b. *Minimum amount due or minimum payment required* refers to the minimum amount that the credit cardholder is required to pay on or before the payment due date for a particular billing period/cycle which may include:
 - (1) outstanding balance multiplied by the required payment percentage or a fixed amount, whichever is higher;
 - (2) any amount which is part of any fixed monthly installment that is charged to the card;
 - (3) any amount in excess of the credit line; and
 - (4) all past due amounts, if any.
- c. *Default or delinquency* refers to non-payment of, or payment of an amount less than, the “Minimum Amount Due” or “Minimum Payment Required”, or words of similar import, for at least three (3) billing cycles, in which case, the “Total Amount Due” or “Outstanding Balance” for the particular billing period as reflected in the monthly statement of account may be considered in default or delinquent.
- d. *Acceleration clause* refers to any provision in the contract between the credit card issuer and the cardholder that gives the credit card issuer the right to demand the

full settlement of the obligation in case of default or non-payment of any amount due, or for any valid reason.

- e. *Subsidiary* refers to a corporation or firm more than fifty percent (50%) of the outstanding voting stock of which is directly or indirectly owned, controlled or held with power to vote by its parent corporation.
- f. *Affiliate* refers to an entity linked directly or indirectly to a credit card issuer by means of:
 - (1) Ownership, control as defined under Item "c" of Section 4002Q of the MORNBF, or power to vote of at least twenty percent (20%) of the outstanding voting stock of the entity, or vice-versa;
 - (2) Interlocking directorship or officership, where the concerned director or officer owns, controls, as defined under Item "c" of Section 4002Q of the MORNBF or has the power to vote at least twenty percent (20%) of the outstanding voting stock of the entity;
 - (3) Common ownership whereby the common stockholders own at least ten percent (10%) of the outstanding voting stock of the credit card issuer and at least twenty percent (20%) of the outstanding voting stock of the other entity;
 - (4) Management contract or any arrangement granting power to the credit card issuer to direct or cause the direction of management and policies of the other entity; or
 - (5) Permanent proxy or voting trusts in favor of the credit card issuer constituting at least twenty percent (20%) of the outstanding voting stock of the entity, or vice versa.
- g. *Simple annual rate* refers to the uniform percentage which represents the ratio between the finance charge and the amount to be financed under the assumption that the loan is payable in one (1) year with single payment upon maturity and there are no upfront deductions to principal.

For loans with terms different from the above assumptions, the effective annual interest rate shall be calculated and disclosed to the borrower as the relevant true cost of the loan comparable to the concept of simple annual rate.

For loans with contractual interest rates stated on monthly basis, the effective interest rate may be expressed as a monthly rate.

In accordance with the Philippine Accounting Standards (PAS) definition, *effective interest rate* is the rate that exactly discounts estimated future cash flows through the life of the loan to the net amount of loan proceeds. For consistency,

methodology and standards for discounted cash flow models shall be prescribed to be used for the purpose.

- h. *Credit card acquirer* refers to the institution that accepts and facilitates processing of the credit card transaction which is initially accepted by the merchant.
- i. *Credit cardholder* refers to a person who owns and benefits from the use of a credit card.
- j. *Credit card business activity report* refers to a report which contains the quantitative data on the credit card industry.
- k. *Credit card issuer* refers to a corporation that offers the use of its credit card.
- l. *Pre-approved credit cards* refer to unsolicited credit cards issued by credit card issuers to consumers who have not applied for such credit cards. Acts described under *Appendix C-2* of the MORNBF and other similar acts are deemed tantamount to the act of issuing pre-approved credit cards, notwithstanding any contrary stipulations in the contract.
- m. *Application* refers to a request, documented in physical or electronic form with clear and explicit intention and consent of the applicant to avail of a credit card from a credit card issuer.
- n. *Balance transfer* refers to the transfer of the balance in a credit card account with one (1) credit card issuer to another account under a different credit card issuer subject to terms mutually agreed upon by the parties concerned.
- o. *Billing cycle/billing period* refers to the period of time between two (2) successive cut-off dates documented in a billing statement and defined under the terms and conditions of the credit card contract/agreement. A billing cycle/billing period shall comprise at least fifteen (15) calendar days.
- p. *Card association or payment network or credit card network provider* refers to any company that provides credit card network such as, but not limited to American Express, VISA International, MasterCard International, JCB International, Diners Club and China Union Pay.
- q. *Cash advances* refer to cash obtained by the cardholder from his/her credit card account, availed in any manner as stipulated in the credit card contract/agreement.
- r. *Credit card limit* refers to the maximum total amount for purchases, cash advances, balance transfers, and finance charges, service fees, penalties, and other charges which can be charged to the credit card. It represents the total loan or credit that a credit card issuer can extend to a cardholder.

- s. *Finance charges* refer to the interest charged to the cardholder on all credit card transactions in accordance with the terms and conditions specified in the agreement or contract on the use of the credit card.
- t. *Installment purchases* refer to transactions wherein payment for which is amortized in parts over a fixed period.
- u. *Industry association* refers to an association composed of companies engaged in the business of banking, finance, credit and/ or payments.
- v. *Membership fee* refers to the amount a credit card issuer charges the credit cardholder for the right to use its credit card and acquire access to other membership benefits. This may also be referred to as annual membership fee, annual fee, joining fee or application fee.
- w. *Outstanding balance or Total amount due* refers to the amount to be repaid as of statement cut-off date.
- x. *Statement cut-off date* refers to the end date of a billing cycle, as determined by the credit card issuer, when account activities (such as purchases, payments, charges) during the billing cycle are summarized.
- y. *Statement of account or billing statement* refers to the regular statement listing of the purchases, payments and other debits and credits made to the credit card account within the billing cycle.
- z. *Supplementary card or extension card* refers to a credit card issued to another person whose credit limit is consolidated with the primary cardholder.

§ 4101C.2 Authority to Operate.

- a. A corporation, a non-bank subsidiary/affiliate of a bank or quasi-bank of good standing, or a finance/lending company duly registered with the Securities and Exchange Commission (SEC), and with the primary or secondary purpose to engage in the credit card business may engage in credit card operations only upon prior authority from the Monetary Board;

When the owner or parent organization of the applicant entity is a foreign-regulated financial institution or corporation, the prior consent of the foreign regulator/supervisor of the parent organization shall be obtained by the applicant entity.

- b. A quasi-bank which intends to engage in credit card business, may operate as a credit card issuer subject to the requirements provided under Subsec. X320.2 of the Manual of Regulations for Banks.

§ 4101C.3 Additional requirements for non-bank entities applying as credit card issuers.

a. Minimum Capital Requirements.

Entities in Item “a” of Subsection 4101C.2 applying to become credit card issuers must be stock corporations with a minimum paid-up capital of P100 million.

b. Application for Certificate of Authority to Engage in Credit Card Issuance.

Entities in Item “a” of Subsection 4101C.2, represented by the incorporators/directors or the president or officer of equivalent rank, shall submit an application for a certificate of authority to engage in credit card issuance, together with documentary requirements and fees, to the appropriate department of the Supervision and Examination Sector. Application requirements are provided in *Appendix C-1* of the MORNBF. I.

§ 4101C.4 Minimum requirements for the governance and risk management system of all credit card issuers. All credit card issuers must have adequate financial strength and fit and proper board and management. Unless otherwise provided specifically, applicable regulations on the Qualifications, Powers, Responsibilities and Duties of the Board of Directors/Officers, shall apply to directors and officers of all credit card issuers.

To effectively deliver services, credit card issuers must demonstrate technical and risk management capability to operate a credit card business. Credit card issuers shall establish a risk governance framework that includes policies, supported by appropriate processes and control procedures, designed to ensure that the risk arising from credit card operations are identified, aggregated, monitored and mitigated. The risk governance framework of credit card issuers shall be guided by 4174Q of the MORNBF, as applicable.

At the minimum, the risk management and control systems on credit card operations shall cover:

- a. Policies, procedures and management information systems for credit card operations. These shall include limits and thresholds on exposures considering the credit card issuer’s approved credit risk appetite;
- b. Organizational set up and the corresponding roles and responsibilities of personnel in the unit handling the credit card business;
- c. Approach to identifying, assessing, aggregating, monitoring, and reporting risks arising from credit card operations using appropriate risk management tools. This shall likewise include risk mitigation strategies and tools for maintaining risks within-thresholds and limits set;
- d. Internal audit and other independent review of credit card operations; and

- e. Policies and procedures including outsourcing arrangements necessary to ensure safe and sound operations in accordance with Bangko Sentral regulations on outsourcing under Sections 4162Q and 4190N of the MORNBFI.

Written policies, procedures and internal control guidelines shall be established on the following aspects of credit card operations:

- a. Requirements for application;
- b. Solicitation and application processing;
- c. Determination and approval of credit limits;
- d. Issuance, distribution and activation of cards;
- e. Supplementary or extension cards;
- f. Cash advances;
- g. Billing and payments;
- h. Deferred payment program or special installment plans;
- i. Collection of past due accounts;
- j. Handling of accounts for write-off;
- k. Suspension, cancellation and withdrawal or termination of card;
- l. Renewal of cards, upgrade or downgrade of credit
- m. limit;
- n. Lost or stolen cards and their replacement;
- o. Accounts of DOSRI and employees;
- p. Disposition of errors and/or questions about the billing statement, statement of account and other customers' complaints; and
- q. Dealings with marketing agents/collection agents.

§ 4101C.5 *Minimum requirements for the issuance of credit cards.* Credit card issuers shall not issue pre-approved credit cards as provided under *Appendix C-2* of the MORNBFI notwithstanding any contrary stipulations in the credit card contract/agreement with the cardholder.

Before issuing credit cards, credit card issuers shall conduct know-your-client (KYC) and customer identification procedures, consistent with applicable regulations; and exercise proper diligence in ascertaining that applicants possess good credit standing and are financially capable of fulfilling their credit commitments.

All credit card applications shall undergo a strict credit underwriting process, and information stated thereon shall be verified and validated by authorized personnel of credit card issuers, other than those handling marketing.

§ 4101C.6 *Information to be disclosed.* Credit card issuers shall disclose to each of their existing and potential credit cardholders the following information:

- a. the finance charges for unpaid amounts after payment due date to be paid by the cardholder;

- b. other charges or fees, individually itemized, such as membership/renewal fees, processing fees, over-the-limit fees, collection fees, credit investigation fees and attorney's fees to be paid by the cardholder in connection with the transaction and incidental to the extension of credit;
- c. the percentage that the interest/finance charge bears to the total amount to be financed expressed as a simple monthly or annual rate, or a monthly or annual effective interest rate, on the outstanding balance of the obligation, as described in Item "g" of Subsection 4101C.1;
- d. for installment loans, the number of installments, amount and due dates or payment schedules to repay the indebtedness;
- e. the late payment fee/penalty for late payment or similar delinquency-related charges payable in the event of late payments, which shall be computed in accordance with Subsection 4101C.11;
- f. when one (1) or more periodic rates is used to compute interest: each such rate, the balances to which it is applicable, and the corresponding simple annual rate;
- g. in cases when transactions are made in foreign currencies, or for dual currency accounts, or when payments are made in any currency other than the billing currency: the manner of conversion from transaction currency to billing currency, or a general description of the conversion rates;
- h. a reminder to the cardholder in the billing statement, or its equivalent document, that payment of only the minimum amount due or any amount less than the total amount due for the billing cycle/billing period would mean the imposition of interest and/or other charges. A written statement in the following form must be printed in the billing statement:

"Important Reminder: Paying less than the total amount due will increase the amount of interest and other charges you pay and the time it takes to repay your balance."

Credit card issuers may provide additional reminders to the cardholder, including but not limited to late payment fees that may be imposed on past due or delinquent accounts;

- i. to the extent practicable, a detailed explanation and a clear illustration of the manner by which all interest, charges and fees are computed.

The credit card issuer shall notify the cardholder at least ninety (90) calendar days prior to any change in the manner of computation of the outstanding balance and the amount of fees to be imposed on the cardholder. If the cardholder finds the change to be unacceptable, he/she shall have the right to terminate his/her

account with the credit card issuer, subject to Subsection 4101C.13 of the MORNBFi;

- j. a table of all applicable fees, penalties, interest rates, conversion reference rates for third currency transactions, and the reason for their imposition, on credit card application forms, billing statements, and in the terms and conditions of the credit card agreement; and
- k. any other information that may be required by the Bangko Sentral.

The credit card issuer shall endeavour to convey the above information in a manner that is understandable to the credit cardholder: *Provided*, That the items enumerated above may be included in a billing statement on a quarterly basis at the minimum, in tabular format.

The table of fees, penalties, interest rates and reminder shall be printed in plain language, in bold black letters against a light or white background using the minimum Arial 12 theme font and size, or its equivalent in readability, and on the first page, if applicable document has more than one (1) page.

The credit card issuer shall ensure that all the above information, conveyed through written or electronic forms of communication, is easy to read for the average person. All marketing and advertising materials shall also disclose information that are consistent with the aforementioned provisions.

The credit card issuer shall put in place policies and procedures to ensure timely and effective delivery, either through physical or electronic means, of statement of accounts or billing statements, and other important information related to the credit card account of the cardholder.

§ 4101C.7 *Accrual of interest earned on loans.* Accrual of interest earned on loans shall be subject to the provisions of Subsection 4305Q.4 or Subsection 4312N.6 of the MORNBFi, as may be applicable.

§ 4101C.8 *Method of computing and imposition of interest or finance charges.* Credit card issuers shall only charge interest or finance charges arising from the non-payment in full or on time of the outstanding balance based on the unpaid amount of the outstanding balance as of statement cut-off date, but excluding:

- a. the current billing cycle's purchase transactions reckoned from the previous cycle's statement cut-off date; and
- b. deferred payments under zero-interest installment arrangements which are not yet due.

Interest or finance charges shall be imposed on the unpaid outstanding balance as of cut-off date each time a cardholder pays less than, or does not pay on time, the outstanding

balance stated in his/her statement of account. Such interest or finance charge shall continue to be imposed until the outstanding balance and applicable interest are fully paid.

For credit card cash advances, a cardholder may be charged cash advance fees and finance charge on the date that the cash is obtained, subject to terms and conditions under the credit card agreement or contract.

For a loan where the principal is payable in installments, interest per installment period shall be calculated based on the outstanding balance of the loan at the beginning of each installment period.

All credit card-related documents shall show repayment schedules in a manner consistent with this provision. Marketing and advertising materials shall likewise be consistent with this provision.

§ 4101C.9 *Payment due date.* Payment due date, or the date on which payment of the minimum amount due must be made to the credit card issuer shall be specified in the statement of account or billing statement: *Provided, That:*

- a. Payment due date shall be the same whatever the mode of payment: *Provided, further,* That payment through any authorized mode, or made to any accredited payment center of the credit card issuer shall be considered as payment to the credit card issuer made on the same date. Accordingly, Service Level Agreements between credit card issuers and their accredited payment centers shall be amended to operationalize this requirement.
- b. Notwithstanding any provision in the credit card contract/agreement, if the payment due date falls on a weekend and regular national holidays, the payment due date shall be automatically moved to the next business day and payment thereon shall not be treated as late payment.

§ 4101C.10 *Deferral charges.* The credit card issuer and the cardholder may, prior to the consummation of the transaction, agree in written or electronic form, to a deferral of all or part of one (1) or more unpaid installments; and the credit card issuer may collect a deferral charge which shall not exceed the rate previously disclosed pursuant to the provisions on disclosure in Subsection 4101C.6 of this Regulation.

§ 4101C.11 *Late payment fees/penalty for late payment.* No late payment fees or penalty for late payment shall be collected from cardholders unless the collection thereof is fully disclosed in the contract/agreement between the credit card issuer and the cardholder: *Provided, That* such fees shall be based on the unpaid minimum amount due or a prescribed minimum fixed amount, whichever is lower: *Provided, further,* That said fees may be based on the total outstanding balance of the credit card obligation, including amounts payable under installment terms or deferred payment schemes, if the contract/agreement between

the credit card issuer and the cardholder contains an “*acceleration clause*” as defined in Item “d” of Subsection 4101C.1 of the MORNBF, and the total outstanding balance of the credit card is classified and reported as past due.

§ 4101C.12 Confidentiality of information. Credit card issuers, their directors, officers, employees and agents shall keep strictly confidential the data on the cardholder, except under any of the following circumstances:

- a. when disclosure of information is with the consent of the cardholder, which shall be stipulated in the application forms, the credit card contract/agreement, or any manner allowed by applicable laws, rules and regulations;
- b. upon orders of a court of competent jurisdiction or any government office or agency authorized by law, or under such conditions as may be prescribed by the Bangko Sentral Monetary Board;
- c. when the cardholder information is released, submitted or exchanged with credit information bureaus, industry associations or card associations or payment networks;
- d. when disclosure to third party service providers is necessary for the sole purpose of assisting or rendering services to the credit card issuer in enforcing its rights against the cardholder;
- e. when disclosure to third parties such as insurance companies is necessary for the sole purpose of insuring the credit card issuer from cardholder default or other credit loss, and the cardholder from fraud or unauthorized charges; and
- f. when disclosure to third parties is for the purpose of investigating fraud or unauthorized activities or mitigating risk involving card issuance, use and acquiring.

The recipients of information described in Items “a” to “f” above shall likewise be bound to preserve the confidentiality of cardholder data.

The disclosure of cardholder information by credit card issuers to third parties shall be subject to applicable laws, rules and regulations on data privacy.

§ 4101C.13 Suspension, termination of effectivity and reactivation of credit cards; and termination of accounts. Credit card issuers shall formulate criteria or parameters for suspension, revocation and reactivation of the right to use the card, and shall include in their contract/agreement with cardholders a provision authorizing the credit card issuer to suspend or terminate the credit card effectivity, if circumstances warrant.

A cardholder may cancel or terminate his/her credit card account with any credit card issuer anytime: *Provided*, That the cardholder either pays in full, or enters into another agreement for payment of the outstanding balance and new purchases, debits and deferred installments. Payment may be made either through a one-time payment or on installments within a fixed period of time: *Provided, further*, That repayment in installments shall only be generally subject to interest, unless there is a violation of the above-mentioned new agreement.

A credit card issuer may initiate suspension, cancellation or revocation of a credit card account for any valid reason, as indicated in the terms and conditions of the credit card agreement: *Provided*, That the cardholder is notified within seven (7) business days from the date of suspension/cancellation/revocation. The credit cardholder shall have the right to appeal the suspension/cancellation/revocation subject to mutual agreement with the credit card issuer.

§ 4101C.14 Inspection of records covering credit card transactions; determination of credit card limit; and over-the-limit transactions. Credit card issuers shall make available for inspection or examination by the appropriate department of the Supervision and Examination Sector the complete and accurate files on card applicant/cardholder to support the consideration for approval of the application and determination of the credit limit, which shall be in accordance with the verified debt repayment ability and/or net worth of the card applicant/cardholder.

Credit card issuers shall determine, based on the credit standing, credit history and financial capacity of the cardholder, the credit limit to be extended to the cardholder. Credit card issuers may thereafter implement changes in the credit limit applicable on the account based on their policies: *Provided*, That the cardholder is notified of such changes: *Provided, further*, That any credit limit increase may be declined by the cardholder: *Provided, finally*, That the cardholder has the option to request for a credit limit adjustment upon submission of updated information, but subject to the approval of the credit card issuer.

If a cardholder breaches the credit limit by a new transaction, the transaction may be processed, subject to the discretion of the credit card issuer as guided by its policies: *Provided*, That fees on over-the-limit transactions, if any, are clearly and prominently disclosed in the table of fees and charges, pursuant to Subsection 4101C.6 of the MORNBFi.

§ 4101C.15 Offsets. A credit card issuer shall inform the cardholder, through the agreement, contract or any equivalent document governing the use of the credit card that, pursuant to the provisions of Articles 1278 to 1290 of the New Civil Code of the Philippines, as amended, the credit card issuer may offset any amount due and payable on the credit card against the cardholder's deposits with the credit card issuer, if any.

§ 4101C.16 *Handling of complaints, inquiries or requests.* Credit card issuers shall establish a Consumer Assistance Unit within its organization, which shall be responsible for providing prompt action for the expeditious resolution of credit card related complaints, inquiries and requests.

- a. **Billing Statement.** Credit card issuers shall give cardholders up to thirty (30) calendar days from statement date to report any error or discrepancy in their statement of account or billing statement. The manner of reporting or notice of any billing error or discrepancy to the credit card issuer may be through written, verbal or any documented means.

The credit card issuer shall take action within ten (10) business days from receipt of such notice together with relevant documents or records in physical or electronic form from the cardholder.

Within ninety (90) days after receipt of the notice, credit card issuers shall conduct a thorough investigation; shall make appropriate corrections in their records; and send a written explanation or clarification to the cardholder prior to taking any action to collect the contested amount, subject to the result of the investigation.

Nothing in this Subsection shall be construed to prohibit any action by the credit card issuer to collect any amount which has not been indicated by the cardholder to contain a billing error.

- b. **Lost or Stolen Cards.** In case a credit card is lost or stolen, any transaction made prior to reporting by the cardholder of the loss or theft of his/her card to the credit card issuer shall be for the account of the cardholder: *Provided*, That this is without prejudice to the right of the cardholder to dispute the transaction, which, if found to be an unauthorized or fraudulent transaction, shall be corrected or reversed by the credit card issuer, including any finance charges and other fees related thereto, in accordance with the procedures set forth in the aforementioned regulations.

§ 4101C.17 *Appropriate manner of collection and use of third party collection agents.* Credit card issuers may resort to all reasonable and legally permissible means to collect amounts due them under the credit card agreement: *Provided*, That in the exercise of their rights and performance of duties, they must observe good faith, reasonable conduct and proper decorum, and refrain from engaging in unscrupulous acts.

Credit card issuers may engage qualified third party service providers/collection agents for the purpose of assisting or rendering services in the administration of the credit card business, including recovery of unpaid obligations and enforcement of rights against the cardholder: *Provided*, That the engagement is in accordance with regulations on outsourcing under Sections 4162Q and 4190N of the MORNBF, as applicable: *Provided, further*, That the outsourcing arrangement shall be covered by a Service Level Agreement covering the responsibilities and accountabilities of each party.

Notwithstanding any contractual agreement between a credit card issuer and service provider/collection agent, the credit card issuer shall be responsible to its customers for maintaining customer service standards, without prejudice to further recourse, if any, by the credit card issuer to the service provider/collection agent.

A credit card issuer or its service provider/ collection agent may communicate with a credit cardholder in connection with the collection of any debt through acceptable and reasonable modes. They shall not harass, abuse or oppress any cardholder or any person, or engage in any unfair practices in the collection of credit card debt.

The following activities are considered as guidelines and are not irrebutably presumed to be unfair collection practices. Conversely, not all practices which might under the circumstances be termed unfair are mentioned here. The Monetary Board may now and then consider any other acts/omissions as unfair collection practices:

- a. the use or threat of violence or other criminal means to harm a person, or his/her reputation or property;
- b. the use of obscenities, insults, or profane language which amount to a criminal act or offense under applicable laws;
- c. disclosure of the names of credit cardholders who allegedly refuse to pay debts, except as allowed under Subsection 4101C.12 of the MORNBFi;
- d. threat to take any action that cannot legally be taken;
- e. communicating or threatening to communicate to any person or entity, credit information which is known to be false, including failure to communicate that a debt is being disputed;
- f. any false representation or deceptive means to collect or attempt to collect any debt, or to obtain information concerning a cardholder; and
- g. making contact at unreasonable/inconvenient hours defined as contact before 6:00 A.M. or after 10:00 P.M., unless the cardholder has given express permission, or said times are the only reasonable or convenient opportunities for contact.

Credit card issuers shall inform their cardholder in writing of the endorsement of the collection of his/her account to a collection agency/agent, or the endorsement of the account from one (1) collection agency/agent to another, at least seven (7) business days prior to the actual endorsement. The notification shall include the full name of the collection agency and its contact details. The requirement to notify in writing shall be included in the terms and conditions of the credit card agreement: *Provided*, That the credit card issuer shall refer the collection of an account to only one collection agency/agent at any one time.

Credit card issuers shall adopt policies and procedures to ensure that personnel handling the collection of accounts, whether these are in-house collectors, or third-party collection agents, shall disclose his/her full name/true identity to the cardholder.

§ 4101C.18 Application of card payment. Upon receipt of a payment from a cardholder whose account carries different interest rates for different types of purchases (i.e., cash advances, regular purchases, balance transfers), the credit card issuer shall apply amounts in excess of the minimum payment amount first to the fees and charges, and then to the billed balance bearing the highest rate of interest, followed by the billed balance bearing the next higher rate of interest, until the payment is exhausted: *Provided*, That the original rates for promotional offers shall be the basis for determining hierarchy of payment.

§ 4101C.19 Service level agreement among industry players. There shall be, in the Service Level Agreement between acquirers and their partner merchants, a provision requiring merchants to perform due diligence to establish the identity of the cardholders, in accordance with applicable laws, rules and regulations.

Nothing in these regulations shall preclude card issuers from verifying or seeking confirmation with the cardholder any purchase, if in their assessment there is reasonable concern as to the validity of the purchase.

§ 4101C.20 Sanctions and penal provisions. Violations of the provisions of the C Regulations of the MORNBFi shall be subject to any or all of the following sanctions depending upon their severity:

- a. Consistent with Section 4009Q, the Bangko Sentral may deploy enforcement actions to promote adherence with the requirements set forth in this Section and its Subsections and bring about timely corrective actions.
- b. Imposition of penalties and sanctions provided under Section 37 of R.A. No. 7653.

The provisions of Section 37 shall be made applicable to any credit card issuer, acquirer, their directors and officers including, but not limited to, the administrative sanctions that may be imposed, without prejudice to the criminal sanctions against the culpable persons provided in R.A. No. 10870, for any willful violation of such law, or any related rules, regulations, orders or instructions issued by the Monetary Board: *Provided*, That in addition to the administrative sanctions that may be imposed, the authority of the credit card issuer to issue credit cards may be suspended or cancelled by the Bangko Sentral.

- c. Appropriate monetary penalties, sanctions and other enforcement action/s shall be imposed for the following violation/s:

Nature of Violation/Exception	Possible Sanctions/Penalties
i. Operating without prior Bangko Sentral registration/license/ authority	<ul style="list-style-type: none"> • Applicable penalty prescribed under Section 37 of R.A. No. 7653, as implemented under Subsection 4902Q.1 of the MORNBFi • Applicable enforcement actions under Section 4009Q and Subsections 4101Q.3 and 4110N.3 of the MORNBFi
ii. Violation of any provisions/ requirements of this regulation	<ul style="list-style-type: none"> • Penalties and sanctions and enforcement actions under applicable laws, such as Section 27 of R.A. No. 10870, rules and regulations, such as, but not limited to Section 4009Q, Subsections 4902Q.1, 4101Q.3 and 4110N.3 of the MORNBFi
iii. Erroneous/delayed/unsubmitted reports	<ul style="list-style-type: none"> • Applicable penalties under Sections 4192Q and 4162N of the MORNBFi

§ 4101C.21 Submission of credit card business activity report. For purposes of transparency and availability of data on credit card operations and in light of ensuring consumer protection, as well as managing risks involved in credit transactions, credit card issuers shall submit a monthly quantitative report to the Bangko Sentral covering the following data on credit card issuers/acquirers, cardholders, credit card complaints and usage location:

Credit Card Issuance	Unit of Expression
I. Cards-in-force per network/brand	Number
II. Cards-in-force per card type	Number
III. Approved credit card applications	Number
IV. Cards issued by status	Number
V. Cards issued per credit limit	Peso amount
VI. Billings per mode of transactions	Peso amount
VII. Billings per network/ brand	Peso amount
VIII. Billed fees/charges	Peso amount
IX. Gross payment	Peso amount
X. Receivables	Peso amount
XI. Rates/charges per cardholder percentage	Peso amount
IX. Gross payment Peso	Peso amount

Credit Card Issuance	Unit of Expression
X. Receivables	Peso amount
XI. Rates/charges per cardholder	Peso amount/percentage

Cardholder Profile	Unit of Expression
I. Cardholder information (age, occupation, gender, civil status, educational attainment, geographic location)	Number
II. Cardholder by type of payment	Number

Complaints	Unit of Expression
I. Cardholder issues	Number
II. Complaint/request resolution	Number
III. External service provider	Number

Usage Location	Unit of Expression
I. Incoming	Peso Amount
II. Outgoing	Peso Amount

Changes to the existing report format required under this Subsection shall be covered by a separate issuance.

§ 4101C.22 Voluntary cessation of credit card business. A credit card issuer may undertake voluntary cessation of its credit card business only upon prior approval of the Monetary Board: *Provided*, That requests for approval of a voluntary cessation of business shall be accompanied by a plan of cessation of operations duly approved by the credit card issuer's Board of Directors. Such request for approval of voluntary cessation shall be submitted to the Monetary Board within ten (10) banking days from approval of the plan of cessation of operations by the credit card issuer's Board of Directors.

§ 4101C.23 Transitory provisions. All existing credit card issuers shall be allowed a transitory period to make appropriate adjustments in their systems, processes and personnel to be compliant with the following provisions of this Section:

- a. For Subsection 4101C.8, which pertains to adjustments in the computation and imposition of interest and finance charges; and for Subsection 4101C.18 which pertains to the hierarchy of application of credit card payments: within one (1) year from the date of effectivity of this Circular;
- b. For Subsection 4101C.9 (a), which pertains to same day recognition of payments made in accredited payment centers by credit card issuers: within nine (9) months from the date of effectivity of this Circular;
- c. For Subsection 4101C.9 (b), which pertains to adjustment of payment due dates falling on weekends and holidays into the next business day: within three (3) months from the date of effectivity of this Circular; and

- d. For Subsection 4101C.11, which pertains to adjustments in the computation of late payment fees or penalty for late payment: within six (6) months from the date of effectivity of this Circular.
- e. For Subsection 4101C.3, which pertains to minimum capital requirement: Existing credit card issuers shall comply with the minimum paid-up capital of P100 million within one (1) year from date of effectivity of this Circular.

Sections 4102C - 4199C (Reserved)

REQUIREMENTS FOR NON-BANKS APPLYING TO BECOME CREDIT CARD ISSUERS
(Appendix to Subsections 4101C.2 and 4101C.3)

A. *Pre-qualification requirements for non-banks applying to become credit card issuers:*

1. It has generally complied with the applicable laws, rules and regulations, orders of instructions of appropriate authorities and the Monetary Board and/or the Bangko Sentral where applicable, including the minimum capital requirements.
2. Its accounting records, systems and procedures as well as internal control systems are satisfactorily maintained.
3. It has no past due obligation with any financial institution as of date of application.
4. The officers who will be in-charge of the credit card operations have actual experience of at least two (2) years in a bank or quasi-bank as in-charge (or at least as assistant-in-charge). The directors, officer-in-charge of the credit card operations and the managerial staff must comply with the fit and proper rule prescribed under existing law/rules and regulations.
5. The non-bank entity has elected at least two (2) independent directors and all its directors have attended the required seminar for directors of banks or quasi-banks conducted or accredited by the Bangko Sentral.
6. It must have in place a comprehensive risk management system approved by its board of directors appropriate to its operations, characterized by a clear delineation of responsibility for risk management, adequate risk measurement systems, appropriately structured risk limits, effective internal control and complete, timely and efficient risk reporting systems.

B. *Application for authority to become a credit card issuer.* The incorporators/directors or the president or officer of equivalent rank of a non-bank entity shall file and submit to the appropriate Department of the Bangko Sentral Supervision and Examination Sector (SES) an application for authority to be a credit card issuer, together with the following documents:

1. New corporations/ subsidiaries of corporations in Item "a" of Subsection 4101C.2 shall submit the following:
 - a. Certified true copy of the board resolution authorizing the application, together with a certification signed by the president or equivalent rank that the non-bank entity

has complied with all prerequisites for the grant of authority to engage in credit card issuance.

- b. Biographical data with picture of each incorporator, subscriber, existing/proposed director and officer. The directors and officers of the institution must comply with the fit and proper rule prescribed under existing law and regulations;
- c. National Bureau of Investigation (NBI) clearance of each of the incorporator, subscriber, existing/proposed director and officer or similar document from the home country in the case of non-Filipino citizens, if possible;
- d. If applicable, certification from home country's supervisory authority that the Non-Filipino citizen has no derogatory record, if applicable;
- e. For corporate subscribers, the following additional documents shall be submitted:
 - i. Copy of the board resolution authorizing the corporation to invest in the business of credit card issuance and designating the person who will represent the corporation in connection therewith;
 - ii. Copy of the latest articles of incorporation and by-laws;
 - iii. Updated list of directors and principal officers;
 - iv. Current list of substantial or major stockholders, indicating the citizenship and the number, amount and percentage of the voting and non-voting shares held by them. For this purpose, substantial or major shareholder shall mean a person, whether natural or juridical, owning such number of shares that will allow him to elect at least one (1) member of the board of directors of a credit card issuer/acquirer, or who is directly or indirectly the registered or beneficial owner of more than ten percent (10%) of any class of its equity security;
 - v. A copy each of the corporation's audited financial statements for the last two (2) years prior to the filing of the application;
 - vi. A copy of the corporation's annual report to the stockholders for the year immediately preceding the date of filing of the application;
 - vii. Certified photocopies of the corporation's Income Tax Return; and
 - viii. For foreign corporations, in addition to Items "e(i)" to "e(vii)", it shall also submit, if applicable, a certification from its home country's supervisory authority that it has no objection to the investment of such company in a credit card issuer/acquirer in the Philippines and that adequate information on such foreign corporation shall be provided to the Bangko Sentral to the extent allowed under existing laws;
- f. Detailed plan of operation and economic justification for engaging in the credit card issuance business, including a manual of operations and other related documents embodying the risk management system.

- g. Projected financial statements for the first five (5) years together with assumptions. These should be consistent with its proposed plan of operation and would show sufficient capital to support its strategy and operations; and
 - h. Such other information/documents that the Bangko Sentral may require.
 - 2. A duly incorporated quasi-bank of good standing, shall submit documents indicated in Subsec. X320.2 of the MORB.
- C. *Applicable fees.* Applications to become a credit card issuer shall be subject to the following fees:
- 1. Filing fee – A filing fee of ₱1,000.00 shall be charged upon filing of the application and is non-refundable; and
 - 2. Licensing fee – a licensing fee of ₱100,000.00 shall be charged upon approval of the application. Licensing fee shall be inclusive of the filing fee.
- D. *Complete documentation.* The application shall be considered filed and submitted on a first-come, first-served basis: Provided, that all required documents are complete and properly accomplished. Otherwise, the application shall be returned un-acted.
- E. *Commencement of operation as a credit card issuer.* A newly authorized non-bank credit card issuer shall commence operation within six (6) months from the receipt of certificate of authority to engage as a credit card issuer. Not later than ten (10) banking days from the commencement of business operations, the President or officer of equivalent rank of the credit card issuer shall submit a written notice to the appropriate department of the Bangko Sentral Supervision and Examination Sector of the actual date of commencement.

Provided, That the credit card issuer may be granted by the Deputy Governor, Supervision and Examination Sector, a final extension of six (6) months subject to the formal presentation of valid justification and documentary proof that the credit card issuer can commence operation within the six (6)-month extension period. Otherwise, upon recommendation of the Deputy Governor, Supervision and Examination Sector, the BSP shall revoke the certificate of authority to engage as a credit card issuer.

ACTS TANTAMOUNT TO THE ACT OF ISSUING PRE-APPROVED CREDIT CARDS
(Appendix to Subsections 4101C.1 and 4101C.5)

The acts described above and other similar acts are deemed tantamount to the act of issuing pre-approved credit cards notwithstanding any contrary stipulations in the contract.

- i. Sending of credit cards to consumers with no prior application, written request and supporting documents required for prudent credit card evaluation;
- ii. Sending of unsolicited supplementary cards and other cards with added features which are not in replacement or substitute to an existing cardholder's initial credit card;
- iii. Unsolicited calls by a credit card issuer requesting updated information from selected clients in order to be entitled to receive credit card as a reward for his/her continued patronage of the credit's other financial product;
- iv. Unsolicited calls by the credit card issuer to its depositors/clients informing them that they already have a credit card from the credit card issuer or its Credit Card Department due to good standing as a depositor/client;
- v. Sending of mails with credit card enclosed which will be deemed accepted upon the receipt of such card by a receiver, whether authorized or not;
- vi. Sending to a consumer an unsolicited credit card which is deemed accepted unless a request for termination is promptly instructed by the cardholder to the credit card issuer; and
- vii. Sending of credit cards as free offers to consumers who availed themselves of the credit card issuer's other financial products.