



# MAXICARE REIMBURSEMENT CARD (MRC) TERMS & CONDITIONS (T&C)

## 1. Definition of Terms

- a) **Maxicare Card ("Card").** This Card is a personal and non-transferable health card distributed by Maxicare to its members as Maxicare membership ID. At the same time, said Card has a cash card feature which may be loaded with funds through the EqB-MediLink XP facility. As a cash card, it functions both as an ATM and purchase card to the extent of the maximum value/amount loaded into the Card, subject to the limits set forth by EqB.

The amount loaded into the Card shall not earn interest, and shall not be subject to rewards or other similar incentives convertible to cash, nor be purchased at a discount.

It is understood that the Card is not a deposit account; hence, it is not insured with the Philippine Deposit Insurance Corporation.

- b) **Automated Teller Machine (ATM).** A designated teller machine that dispenses cash and provides account related services once the Card is inserted and the correct Personal Identification Number (PIN) associated with the Card is entered and verified by the machine.
- c) **Electronic Data Capture (EDC) Terminal.** A Point of Sale (POS) terminal that reads the card details on the Card magnetic stripe when the card is swiped through the terminal, without the need of a manual imprinter and/or having merchant's representatives manually enter the information.

*Ang Maxicare Card (Card) ay isang Prepaid card na mula sa Equicom Savings Bank (EqB) sa pamamagitan ng MediLink. Ang Card ay nakapangalan sa taong nagmamay-ari nito at hindi maaaring ipagamit sa iba. Ito ay magagamit na pangwithdraw ng cash mula sa ATM at pambili ng anumang hanggang sa buong halaga na napakaloob dito. Ito ay hindi kumikita ng interest o magagamit na pambili ng may anumang diskwento. Hindi ito ordinaryong deposito sa bangko kaya hindi ito nakaseguro sa Philippine Deposit Insurance Corporation.*

2. **Responsibilities of the Cardholder** - The Cardholder should sign the Card immediately upon receipt thereof. The Cardholder should remember his PIN and shall be fully responsible for the security, custody and possession of the Card and PIN as well as any transaction made using the said Card. Further, it is the responsibility of the Cardholder to report lost/stolen Card immediately to the Maxicare Hotlines or Equicom 24/7 Customer Service.

The Cardholder undertakes to provide the additional KYC documents and information which EqB may deem necessary in further establishing the identity of the Cardholder.

3. **Loss or Theft of Card** - In case the Card is lost or stolen, the Cardholder shall immediately report it to Equicom 24/7 Customer Service or Maxicare Customer Service. Likewise, the Cardholder shall submit a duly notarized Affidavit of Loss as a pre-requisite for the Card replacement. However, purchases and ATM transactions made prior to reporting to Equicom 24/7 Customer Service or Maxicare shall be for the sole account of the Cardholder. Further, as the Cardholder is responsible for the security of the Card and the PIN, any unauthorized withdrawals shall be charged to the Cardholder as long as the Card used matches with the PIN registered in EqB's system. Applicable fees shall be charged accordingly for the replacement of the Card. The remaining balance left on the declared lost Card shall be transferred to the new/replacement Card. The Cardholder shall render EqB and Maxicare free and harmless for any losses due to theft or fraud that have occurred prior to the reporting required herein.

4. **Expiry of the Card** - The Card shall be valid until the last day of the contract with Maxicare. Following the last day of the contract with Maxicare, the cash card feature of said Card shall also be terminated. For this purpose, the cardholder authorizes EqB to cancel the cash card feature of the Card based on Maxicare's instruction. The period may be shortened: (a) when the Cardholder voluntarily cancels and surrenders the Card to EqB or Maxicare; (b) when Maxicare cancels the Card. The Card shall be allowed for renewal upon approval of Maxicare, and in compliance with EqB's requirements and terms and conditions. Following the renewal, a new Card with the same Card number and PIN shall be issued to the Cardholder.

EqB shall terminate the cash card function of the Card due to zero card value, and may be reactivated upon the loading of funds.

5. **Card Acceptability** - The Card functions as a regular ATM Card such that the Cardholder can access their account at EqB ATMs or any Megalink and Bancnet ATMs in the Philippines thru PIN verification. It also functions as a purchase card up to the value loaded into the Card and is honored at Bancnet merchants nationwide. Each time the Card is used at ATMs or participating merchants, the transaction amount is immediately deducted from the remaining value of the Card. It is the responsibility of the Cardholder to keep track of the available balance on the Card. Merchants will not be able to determine the available balance on the Card. The available balance and card transaction details can be obtained at [www.equicom-savings.com](http://www.equicom-savings.com) or via Equicom 24/7 Customer Service, internet banking quick inquiry or via the EqB Mobile Banking (text "INQ <card number that starts with 116801> to 0918-818-EQUI (3784)").

6. **ATM Transaction Fees**-Transaction fees shall be imposed on the following ATM transactions using the Card: (a) applicable fees shall apply for every successful ATM transactions done at any ATM other than EqB ATMs in the Philippines. The said ATM transaction fees shall be deducted immediately from the remaining card balance and shall be subject to change without prior notice.

7. **Transaction Receipt** - For purchases using the Card, the transaction receipt shall be provided by the merchants after every successful POS transaction. The Cardholder shall sign the transaction receipt and retains a copy thereof. An ATM transaction receipt is likewise provided for every ATM transaction. It is the responsibility of the Cardholder to monitor and review all his transactions. Disputed transactions should be reported immediately within 10 calendar days from transaction date; otherwise, the transactions will be considered as valid.

8. **Denied/Declined Transaction** - A transaction may be declined/denied based on the following: (a) Card has no sufficient balance; (b) POS terminal at the merchant establishment is off-line; or (c) the Card is either suspended or blocked. The Cardholder expressly holds EqB, Maxicare, and MediLink free and harmless from any liability for these denied/declined transactions. The Cardholder shall be responsible for ascertaining the remaining balance of contained in the Card.

9. **Erroneous Loading**- The Cardholder hereby authorizes EqB, through the instructions of Maxicare to automatically debit an amount erroneously loaded into the Card. The cardholder acknowledges that any issues that may arise in relation to said erroneous loading shall be taken up with Maxicare. The Cardholder shall render EqB free and harmless for this debiting.

10. **Issuance of Manager's Check**- The Cardholder authorizes EqB, to execute the instructions of Maxicare and automatically debit the remaining balance in the Card, if any, and issue a Manager's Check covering the remaining balance in favor of the Cardholder in the following instances:

- Termination of employment/resignation/separation of the Cardholder from Maxicare's Client.
- Cancellation of the Card due to the non-renewal of the Maxicare Health plan by the client of Maxicare or cancellation of the Card by Maxicare for any other reasons.
- Expiration of the Card as stated in paragraph 4.
- In cases when withdrawal of funds through ATM and purchase through POS is not feasible.
- In case the card was reported lost or stolen as stated in paragraph 3, and no renewal or card replacement was made.
- In case the cash card feature was suspended due to Cardholder's failure to comply with the requirements of EqB.

The Cardholder acknowledges that for the issuance of a Manager's Check, a processing fee, in the amount of P51.50 shall be deducted from the remaining balance in the Card. Such processing fee may be subject to change with prior notice to the Cardholder.

The Cardholder authorizes EqB to release said Manager's Check to Maxicare and the Cardholder shall claim said manager's Checks from Maxicare. The Cardholder shall render EqB free and harmless from any liabilities that may arise in effecting this authority."

11. **Non-transferability Clause** - The Card is the sole property of Equicom Savings Bank. The cash card privileges and health card functions may be terminated by either EqB and/or Maxicare at any time for whatever cause. The Cardholder agrees to hold EqB and Maxicare free and harmless from any claim for damages arising from such termination.

12. **Amendments** - EqB, MediLink, and Maxicare may at any time and for whatever reason, amend, revise or modify this Agreement when deemed necessary and shall inform the Cardholder by publication, posting or any other means that EqB deems proper. Following this, the Cardholder's continuous usage of the Card shall be deemed as acceptance of said amendment/s.

13. **Venue of Action, Attorney's Fees, Damages** - Should judicial action be necessary to enforce this Agreement, or to collect the Cardholder's obligation under this Agreement, venue of all actions shall be in Makati City. In case the account is referred to a collection agency or law firm, Cardholder agrees to pay the cost of collection and attorney's fees.

14. **Separability Clause** - Should any provision of this Agreement be declared unconstitutional, invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect in any manner whatsoever the constitutionality, validity or enforceability of other provisions.

15. In case of death of the Cardholder, the rules and policies on deceased account holder shall be applicable.

16. **Acknowledgement**- By using the Card, the Cardholder acknowledges having received a copy of, read, understood and agree to be bound by the terms and conditions also set out herein.

Conforme:

Signature over Printed Name

Date Signed