** DEPOSIT APPLICATION FORM**

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| --- | --- | --- |
| Branch |   New Info. Update | Date |
| **CLIENT INFORMATION** |
| Name of Depositor- Personal (Last Name, First Name, Middle Name)/ Company/ Organization | Customer ID No. (for Bank’s Use) | 2”x2”PicturePls. attach |
| Date of Birth (dd-mm-yyyy) | Place of Birth | Nationality | Civil Status |
| Gender (M/F) | Age | Occupation | Mother’s Maiden Name |
| TIN | SSS | GSIS |
| Present Address   | Zip Code | Tel. No. (Res) |
| Permanent Address *(If different from Present Address)*   | Zip Code | Mobile No. |
| Name of Employer/ Business *(if self-employed)*   | Tel. No. (Work/Business) |
| Employer/ Business Address | Zip Code | Name of Spouse |
| **For Joint Account – *If more than 2 co-depositors, please use another form (fill-out the Client Information only)*** |
| Name of Depositor- Personal (Last Name, First Name, Middle Name)/ Company/ Organization | Customer ID No. (for Bank’s Use) | 2”x2”PicturePls. attach |
| Date of Birth (dd-mm-yyyy) | Place of Birth | Nationality | Civil Status |
| Gender (M/F) | Age | Occupation | Mother’s Maiden Name |
| TIN | SSS | GSIS |
| Present Address  | Zip Code | Tel. No. (Res) |
| Permanent Address *(If different from Present Address)* | Zip Code | Mobile No. |
| Name of Employer/ Business *(if self-employed)*   | Tel. No. (Work/Business) |
| Employer/ Business Address | Zip Code | Name of Spouse |
|  I/We affirm that the information given by me/us in this application is true and correct. I/We hereby allow Rural Bank of Atimonan Inc. (RBA) to verify and investigate said information and/or secure such other information as may be required by RBA. I/We have read and accepted the applicable terms and conditions of the Deposit printed at the back of this application form and other agreements executed between the RBA and DEPOSITOR/S. For the purpose of remitting of funds to my deposit account in the Philippines with RBA, I/We hereby waive my/our rights under the provision of R.A. 1405, otherwise known as the Law on Secrecy of Bank Deposits, and hereby authorize the Bank, its branches, affiliates, agencies or correspondent banks to gain access and acquire into my deposit account/s and to disclose such data and papers as required by regulatory agencies conformably with the “Know Your Customer Policy” principles, without incurring any criminal, civil or administrative liability thereto. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature of Depositor Signature of Depositor |
| **ACCOUNT INFORMATION** |
| Type of Account |
|  Personal Business Others (*Specify)* Individual Sole Proprietorship \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Joint “AND Partnership \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Joint “OR Corporate | Issuance of Statement of Account and Correspondences Pick-up Mail to: Present Addr. Permanent Addr.  Business Addr. |
| Type of Deposit: (Please check) Regular Savings Special Savings (SSD) Time Deposit (CTD) | Account Number (For Bank’s Use Only | For Special Savings/Time Deposit: Disposition of Proceeds Automatic Renewal of Principal plus interest  Automatic Renewal of Principal Only Interest for Credit to Regular Savings Account No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Others (*Specify)* *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |
|  |
|  |
|  |
| Source of Funds |
| **FOR BANK’S USE ONLY** |
| Details of IDs Presented | Processed by | Validated by | Approved by |
| Date | Date | Date |

**TERMS AND CONDITIONS GOVERNING THE OPENING AND MAINTENANCE OF DEPOSIT ACCOUNTS**

**I. GENERAL PROVISIONS FOR DEPOSIT ACCOUNT**

**A. DEPOSIT**

1. In receiving items for deposit, RBA obligates itself only as the Depositor’s collecting agent assuming no responsibility beyond carefulness in selecting correspondents. The Bank reserves the right to charge back to the depositor’s account, any amount previously credited whether or not the deposited item is returned. The Depositor assumes full responsibility for the correctness, genuineness and validity of all items deposited. Except for gross negligence, the Bank or any of its officers, employees or agents shall not be responsible for any negligence incurred as depository.
2. The Bank reserves the right to refuse acceptance of deposits if it resolves that acceptance thereof would expose the bank to any risk.
3. The Bank shall not be responsible for any payment it may make on a Deposit item prior to its notice of loss/theft of Deposit item and such payment shall have the same effects as if made to the DEPOSITOR personally except in case of patently discernible acts of forgery or irregularity.
4. In case/s of extraordinary inflation/deflation, the provision of Article 1250 of the Civil Code shall not apply to the deposit.

**B. JOINT ACCOUNT**

This agreement shall be binding upon Joint account depositors and their respective heirs, executors, administrators and assigns. It is agreed that no change or alteration shall be effective until reduced to writing and signed by the DEPOSITOR/S and the BANK.

1. Joint “OR” Account – the DEPOSITORS agree and declare that the account is their joint account belonging to both of the depositors and payable to either one of them. In case one of the co-depositors predecease the other, the entire balance of the account shall be payable to the surviving co-depositor after submission of the documents required by the BANK for deceased depositor. The DEPOSITORS authorized the BANK to recognize either of the signatures of the depositors on the withdrawal transactions. Either depositors may also assign or encumber any amount of the deposit without the authority from the other depositor.
2. Joint “AND” Account – The DEPOSITORS agree and declare that the account is their joint account belonging to and payable to both the depositors. The BANK requires the signatures of all the depositors in withdrawal transactions or assignment or payment of funds. Upon death of one of the co-depositors, the legal representatives of the deceased co-depositor shall co-sign the withdrawal form with the surviving co-depositor, in accordance with the rules for settlement of estate of a deceased person, any other related laws, rules and regulations, when applicable.

**C. WITHDRAWALS**

1. Withdrawals shall be made by the depositor or upon his written authority, duly authenticated and in such form acceptable to the Bank.
2. No withdrawal is permitted without the presentation of the passbook or the Certificate of Time Deposit. (CTD)
3. Special Savings Deposit (SSD) and Time Deposit (TD) are withdrawable only at the branch where the account is maintained.
4. In the event of any discrepancy between the entries in the passbook and the Bank’s records, the latter shall prevail.

**D. INTEREST, SERVICE FEES AND PENALTY CHARGES**

1. INTEREST – Deposit with a minimum balance as prescribed by the Bank shall earn interest based on the prevailing rates. However, the amount of said minimum balance that will earn interest and interest rates are subject to change in accordance with the regulations issued or promulgated at the BANK. Interest will be computed based on the average daily balance of the deposit credited to the account and shall become part of the principal. All interest earned shall be subject to the prevailing withholding tax except those with BIR Certificate of Exemption.
2. SERVICE FEES / PENALTY CHARGES- In accordance with existing bank regulations, a fee shall be charged on the following:
3. Accounts falling below the required minimum balance
4. Dormant accounts
5. Accounts closed within a month after opening
6. Request for the issuance of certification of account balances
7. Replacement of lost passbook
8. Other fees and charges, which the RBA may impose depending on whatever policy, it may adopt in the future.

**E. DEPOSIT INSURANCE AND OTHER RELATED LAWS AND BANK POLICIES**

1. DEPOSIT INSURANCE- Depositors are insured by the Philippine Deposit Insurance Corporation (PDIC) up to a maximum amount of P 500,000 per DEPOSITOR. PDIC shall recognize the registered owner/holder of a Legitimate Deposit is maintained in the same right and capacity for the benefit of another depositor, in which case PDIC shall recognize the latter as the beneficial owner of the account entitled to deposit insurance. In cases (a) where a deposit account/s with an outstanding balance of more than the statutory maximum amount of insured deposit is/are broken up and transferred into one or more account/s; or (b) for deposit accounts and deposit transfers made in favor of individuals or of entities, either singly or jointly with individuals, from an account in the name of corporation, partnership, association or unincorporated entity, the PDIC shall recognize the transferee/s as the beneficial owner/s of the account/s when: (i) The transfer was made with all of the following conditions present: (a) The break-up an transfer of deposit to the transferee is for a Valid Consideration; (b) The details for the transfer, which establish the validity of the transfer from the transferor to the transferee, are contained in any of the Deposit Account Records of the bank; and (c) Copies of documents, which show the details or information for the transfer, such as but not limited to contracts, agreements, board resolution, audited financial statements, orders of the court or of competent government body/agency, are in the custody or possession of the bank upon takeover by PDIC (ii) The transferee/s is/are the Qualified Relative/s of the transferor. Qualified Relatives are transferees within the second degree of consanguinity or affinity of the transferor. Relationship shall be proven by the relevant documents such as but not limited to, birth certificates and marriage certificates. Deposit Splitting occurs whenever a deposit account/s with an outstanding balance of more than the statutory maximum amount of insured deposit maintained under the name of natural or juridical persons is/are broken down and transferred into two or more accounts in the name/s of natural or juridical persons or entities who have no Beneficial Ownership on transferred deposits in their names within one hundred twenty (120) days immediately preceding or during a bank-declared bank holiday, or immediately preceding a closure order issued by the Monetary Board of the Bangko Sentral ng Pilipinas for the purpose of availing of the maximum deposit insurance overage. Upon the determination by the PDIC of Beneficial Ownership or Deposit Splitting, the outstanding Legitimate Deposit/s in the closed bank maintained for the benefit of the beneficial owner/transferor, although in the name of another person/s or entity/entities shall be subject to consolidation with the other Legitimate Deposits of the beneficial owner/transferor in said closed bank for deposit insurance purposes.
2. DEPOSITOR hereby agrees to be bound without need of prior notice by BSP rules and regulations, the rules and regulations of the BAP and BANK policies heretofore and hereafter adopted which may have relation to or in any way affect the account.

**F. DORMANT ACCOUNT**

1. Deposit account becomes dormant if there has been no activity (deposit or withdrawal) for a period of (2) year for Savings Accounts. After (10) years of continuous inactivity, dormant accounts shall be reclassified to “Due to Treasurer of the Philippines” in accordance with the Unclaimed Balanced Law. The dormant account thereafter shall be escheated in favor of the Philippine Government upon order of the Court.

**G. NOTIFICATION BY DEPOSITOR**

The DEPOSITOR shall advise the BANK in writing of:

1. Change in authorized signatories to the account – also submit sworn certification by the Corporate / Association’s Secretary or by all partners in a partnership regarding the approval of the appropriate resolution authorizing such change/s in form and tenor acceptable to RBA. Pending acceptance by RBA of such certification. RBA may at its exclusive option continue to recognize existing signatories to the Account.
2. Change of address
3. Loss passbook- the Depositor shall also submit a duly notarized affidavit of loss to which the RBA upon receipt of it shall facilitate closure of the deposit account.

**H. CLOSURE OF ACCOUNT**

1. The BANK reserves the right to close the account even without prior notice to the Depositor if it resolves that maintenance thereof will be prejudicial to the interest of the Bank. The BANK is authorized to report such closure and reasons thereto to the Bankers Association of the Philippine (BAP), Bangko Sentral ng Pilipinas (BSP), Anti-Money Laundering Council or to any monitoring body established by BAP/BSP. The Depositor shall hold the BANK free and harmless from all liabilities, claims and demands arising from above actions by the Bank.
2. Voluntary closure of deposit account shall be allowed at the branch where the account is maintained by the depositor himself subject to:
* SA & SSD – presentation of Passbook and duly signed withdrawal slip
* TD – surrender of duly signed Certificate of Time Deposit (CTD)

**II. ADDITIONAL PROVISIONS**

1. **SAVINGS ACCOUNTS**
2. No interest shall be paid on savings deposit accounts closed prior to prescribed interest payment dates even if these accounts meet the required minimum balance to earn interest at the time of closure.
3. **TIME DEPOSIT ACCOUNTS (CTD) / SPECIAL SAVINGS DEPOSIT (SSD)**
4. Matured time deposit not withdrawn or renewed on its due date shall earn interest at the rate applicable to savings deposits from maturity to the date of actual withdrawal or renewal.
5. In case of pre-termination/withdrawal of time deposit prior to maturity date, the equivalent documentary stamp tax shall be collected from the client including other penalties, which may be imposed by the Bank.