



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

MAG

Complainant,

NPC 20-283

-versus-

For: Violation of the
Data Privacy Act of
2012

BANK OF THE PHILIPPINE ISLANDS

Respondent.

X-----X

DECISION

AGUIRRE, D.P.C.;

Before this Commission is a Complaint filed by MAG against the Bank of the Philippine Islands (BPI) for alleged violation of the Republic Act No. 10173 or the Data Privacy Act of 2012 (DPA).

Facts

On 06 February 2020, MAG received a call from a man claiming to be an officer of BPI.¹ She alleged that the man was looking for a “MAG.”² MAG asked her if she was doing an online transaction with either Shopee or Lazada within the last twenty (20) minutes to which MAG immediately said no.³ After this, he narrated that the man told her that there was an unauthorized transaction happening as they speak and that he will try to stop the purchases, but he will be needing some information and assistance from her.⁴

¹ Complaints-Assisted Form, 22 September 2020, Annex C, *in* MAG v. Bank of the Philippine Islands, NPC 20-283 (NPC 2020).

² *Id.*

³ *Id.*

⁴ *Id.*

The man called again and asked for MAG's credit card details such as her credit card number, the expiry date, and the security code, which she gave, trusting that the man was an authorized BPI representative.⁵ She also gave him the One Time Passwords (OTP) that she received via SMS.⁶

MAG stated that she did not realize that she was giving him approval to make online purchases.⁷ Further, she alleged that the man assured her that the online purchases and credit card itself were cancelled and that a card replacement can be secured through the nearest BPI branch.⁸

After the fraudulent call, MAG immediately accessed her BPI online application and checked her available credit limit.⁹ She was shocked and devastated to learn about the decrease in her available credit limit.¹⁰ MAG stated that she knew she had no outstanding balance in that BPI credit card and the amount of her available credit limit.¹¹

Realizing she was defrauded, on the same day, MAG called the BPI hotline and reported the incident.¹² She also requested that her credit card be cancelled.¹³

The BPI customer representative informed her that no transaction has been posted yet but it will be best to get in touch with the merchants, Shopee and Lazada, to cancel the unauthorized transactions.¹⁴

MAG also alleged that she has reached out to Shopee and Lazada's respective customer services and reported to them the fraudulent transactions.¹⁵ They, however, could no longer cancel the transactions because the goods were already delivered.¹⁶

⁵ *Id.*

⁶ *Id.*

⁷ Complaints-Assisted Form, 22 September 2020, at Annex C, *in* MAG v. Bank of the Philippine Islands, NPC 20-283 (NPC 2020).

⁸ *Id.*

⁹ *Id.*

¹⁰ *Id.*

¹¹ *Id.*

¹² *Id.*

¹³ Complaints-Assisted Form, 22 September 2020, at Annex C, *in* MAG v. Bank of the Philippine Islands, NPC 20-283 (NPC 2020).

¹⁴ *Id.*

¹⁵ *Id.*

¹⁶ *Id.* Annex D-E.

The following morning, MAG visited the office of BPI Credit Card in Makati City to report the incident with the hope that the transactions can still be reversed.¹⁷ She alleged that she was entertained by several bank officers from the BPI Fraud Division and it was Ms. LM who received her complaint.¹⁸

Thereafter, MAG received her BPI Statement of Account through email and the four (4) alleged unauthorized online purchases were already reflected.¹⁹

MAG explained that prior to the call, she inquired with BPI's Hotline and talked to a bank officer seeking assistance on how to manage her bills and for the cancellation of her expired credit card.²⁰ She narrated that the bank officer told her that she will be receiving a call from another bank officer in the coming days.²¹ She further explained that she received a call a few days later from a BPI bank officer who explained her possible payment options.²² MAG, however, could not decide which payment scheme to choose and told the bank officer that she would call the BPI Hotline once she has made up her mind.²³ Thus, MAG contends that when the alleged fraudster called her and identified himself as a bank officer from BPI, she thought the call was legitimate.²⁴

On 22 September 2020, MAG filed a complaint against BPI before the National Privacy Commission (NPC).²⁵ She alleged that BPI violated Section 32 (Unauthorized Disclosure) of the DPA and prayed for the payment of damages, imposition of fines, and for BPI to write off the billed transactions on her credit card.²⁶

¹⁷ *Id.* Annex C.

¹⁸ *Id.*

¹⁹ Complaints-Assisted Form, 22 September 2020, at Annex C, *in* MAG v. Bank of the Philippine Islands, NPC 20-283 (NPC 2020).

²⁰ *Id.*

²¹ *Id.*

²² *Id.*

²³ *Id.*

²⁴ *Id.*

²⁵ Complaints-Assisted Form, 22 September 2020, *in* MAG v. Bank of the Philippine Islands, NPC 20-283 (NPC 2020).

²⁶ *Id.* at 5-6

On 07 December 2020, the NPC, through its Complaints and Investigation Division (CID), directed the parties to Confer for Discovery.²⁷

On 25 December 2020 and 20 January 2021, MAG and BPI, respectively, consented to the conduct of the proceedings through e-hearing.²⁸

On 18 March 2021, the CID issued an Order cancelling and resetting the discovery conference to 06 April 2021 due to the self-quarantine measures being observed by the presiding officer.²⁹

On 05 April 2021, the CID issued another Order cancelling the discovery conference set on 06 April 2021 following the extension of the Enhanced Community Quarantine imposed in the National Capital Region and nearby provinces.³⁰

In view of the effectivity of NPC Circular 21-01 (2021 Rules of Procedure of the NPC), the CID ordered the BPI to file its verified comment.³¹

On 12 May 2021, the parties were ordered to appear virtually before the CID for preliminary conferences on 26 May 2021 and 09 June 2021.³²

During the 26 May 2021 preliminary conference, none of the parties appeared.³³ The CID, however, granted the request of BPI's counsel dated 24 May 2021 that the conference be reset to a later date.³⁴

²⁷ Order to Confer for Discovery, 07 December 2020, *in* MAG v. Bank of the Philippine Islands, NPC 20-283 (NPC 2020).

²⁸ Consent to E-Hearing (Complainant), 25 December 2020, *in* MAG v. Bank of the Philippine Islands, NPC 20-283 (NPC 2020); Consent to E-Hearing (Respondent), 20 January 2021, *in* MAG v. Bank of the Philippine Islands, NPC 20-283 (NPC 2021).

²⁹ Order, 18 March 2021, *in* MAG v. Bank of the Philippine Islands, NPC 20-283 (NPC 2021).

³⁰ Order to File Verified Comment, 05 April 2021, *in* MAG v. Bank of the Philippine Islands, NPC 20-283 (NPC 2021).

³¹ *Id.*

³² Order to Appear for Preliminary Conference, 12 May 2021, *in* MAG v. Bank of the Philippine Islands, NPC 20-283 (NPC 2021).

³³ Order, 26 May 2021, *in* MAG v. Bank of the Philippine Islands, NPC 20-283 (NPC 2021).

³⁴ *Id.*

On 10 June 2021, during the Preliminary Conference, MAG manifested that she is seeking the discovery of the incident report or any pertinent document relevant to the present complaint as a result of BPI's investigation after the filing of the dispute.³⁵ BPI, on the other hand, sought the discovery of the (1) call logs or other proofs of communication with the alleged BPI officer, (2) complaints or disputes filed with Lazada and Shopee, and (3) result, resolution or decision of the complaints or disputes filed.³⁶ BPI's counsel also manifested that it did not receive a copy of the Order to File Verified Comment dated 05 April 2021.³⁷

Both parties also manifested their willingness to undergo mediation proceedings.³⁸ The parties stated that the documents that they requested from each other would be necessary and significant during the mediation proceedings.³⁹ Thus, the CID ordered the parties to submit the documents and to fill out their applications for Mediation.⁴⁰ BPI was also furnished a copy of the Order to File Verified Comment.⁴¹

On 18 June 2021, MAG and BPI signed and submitted their Applications for Mediation.⁴²

On the same date, MAG submitted the requested documents after the discovery proceedings namely: (1) call logs, (2) email correspondence with Shopee, and (3) email correspondence with Lazada.⁴³

On 21 June 2021, the CID issued an Order to Mediate and for the parties to appear for a preliminary mediation conference.⁴⁴

³⁵ Order, 10 June 2021, at 1, *in* MAG v. Bank of the Philippine Islands, NPC 20-283 (NPC 2021).

³⁶ *Id.*

³⁷ *Id.*

³⁸ *Id.* at 2.

³⁹ *Id.*

⁴⁰ *Id.*

⁴¹ Order, 10 June 2021, at 1, *in* MAG v. Bank of the Philippine Islands, NPC 20-283 (NPC 2021).

⁴² Application for Mediation (Complainant), 13 June 2021, *in* MAG v. Bank of the Philippine Islands, NPC 20-283 (NPC 2021). Application for Mediation (Respondent), *in* MAG v. Bank of the Philippine Islands, NPC 20-283 (NPC 2021).

⁴³ Email from Complainant, 18 June 2021, *in* MAG v. Bank of the Philippine Islands, NPC 20-283 (NPC 2021).

⁴⁴ Order to Mediate, 21 June 2021, *in* MAG v. Bank of the Philippine Islands, NPC 20-283 (NPC 2021).

On 15 September 2021, BPI filed its Comment.⁴⁵

In its Comment, BPI argued that MAG failed to substantiate her claim that she was subject of a vishing⁴⁶ attack.⁴⁷ BPI explained that MAG anchored her accusations on the alleged call she received from a person who represented himself as a “BPI agent.”⁴⁸

BPI claimed that other than her bare allegations, MAG “manifestly failed to adduce any evidence to support her claim that she indeed received a call from a fraudster.”⁴⁹ BPI argued that it cannot be faulted for denying MAG’s claim for reversal because BPI “has in its favor the disputable presumption that the subject transactions were fair and regular and that the ordinary course of business has been followed.”⁵⁰ Further, the transactions cannot be reversed as they were properly authenticated.⁵¹ BPI stressed that once a transaction has been authenticated, the bank immediately transmits payment to the merchant.⁵² Thus, a reversal would already result in the bank’s assumption of the financial obligation.⁵³

BPI added that aside from the absence of any evidence to prove the alleged fraudulent call, even the identity of the alleged fraudster remained a mystery.⁵⁴ Thus, on this ground alone, the complaint merits outright dismissal under Section 12 (d) of NPC Circular 21-01 (2021 NPC Rules of Procedure).⁵⁵

⁴⁵ Comment, dated 03 September 2021, *in* MAG v. Bank of the Philippine Islands, NPC 20-283 (NPC 2021).

⁴⁶ Vishing or voice phishing is a fraudulent practice where verbal communication technology (e.g. VOIP or telephone) is used by an unauthorized entity pretending to be a reputable company. The aim is to manipulate individuals into revealing financial or personal information, or into providing unlawful access to their corporate networks. European Cybercrime Center, Vishing: The Voice Phishing Scam, *available at* https://www.europol.europa.eu/cms/sites/default/files/documents/vishing_final_version.pdf (last accessed 22 September 2023).

⁴⁷ Comment, dated 03 September 2021, at 5, *in* MAG v. Bank of the Philippine Islands, NPC 20-283 (NPC 2021).

⁴⁸ *Id.*

⁴⁹ *Id.* at 6.

⁵⁰ *Id.*

⁵¹ *Id.*

⁵² *Id.* at 7.

⁵³ Comment, dated 03 September 2021, at 7, *in* MAG v. Bank of the Philippine Islands, NPC 20-283 (NPC 2021).

⁵⁴ *Id.*

⁵⁵ *Id.* at 7-8.

Further, BPI stated that MAG's claim that BPI made disclosures to the alleged fraudster is based solely on surmises and conjectures.⁵⁶ BPI argued that MAG failed to adduce any evidence to show that the personal information possessed by the alleged fraudster came from BPI.⁵⁷ BPI averred that "the instant charge is based solely on the [C]omplainant's hasty conclusion that simply because she just recently communicated with BPI, any information possessed by the alleged fraudster must have come from the bank without any justification or substantiation."⁵⁸

BPI argued that MAG's name and mobile number could have been obtained from other sources and through other illegal means, such as phishing, mail theft, social engineering, malware.⁵⁹

In addition to these, BPI also stressed that it implements a multi-factor authentication process to verify online credit card transactions, such that online transactions can only be executed by providing certain information and performing the necessary confirmation.⁶⁰

It should be remembered that credit card transactions made online can only be executed if the transactions can be verified by providing the following information and performing the necessary confirmation, to wit:

- a. The 16 digit credit card number;
- b. The 3 digit CVC (Card Verification Code)/CVV (Card Verification Value) printed in the back of the credit card;
- c. The expiry date of the credit card; and
- d. Authentication of each transaction via a One-Time Password (OTP) sent to the credit card owner's registered mobile number.⁶¹

BPI stated that "unless knowingly or unknowingly disclosed by the complainant, no third party would know the complainant's credit card details, especially her 3-digit CVC."⁶² Further, each online transaction

⁵⁶ *Id.* at 8.

⁵⁷ *Id.*

⁵⁸ *Id.*

⁵⁹ Comment, dated 03 September 2021, at 8, *in* MAG v. Bank of the Philippine Islands, NPC 20-283 (NPC 2021).

⁶⁰ *Id.* at 9.

⁶¹ *Id.*

⁶² *Id.* at 10.

must be authenticated through an OTP sent to the credit card owner's registered mobile number.⁶³

BPI emphasized that in this case, it was MAG, as she herself admitted, who gave her credit card information and OTP to the alleged fraudster.⁶⁴

Finally, BPI explained that it regularly sends advisories to its clients instructing them to safeguard their financial information.⁶⁵ These advisories contain security reminders and guidelines on the proper and responsible use of credit cards.⁶⁶

Thus, BPI averred that it did not violate Section 32 of the DPA and prayed for the dismissal of the complaint for lack of merit.

On 20 December 2021, the Mediation Officer issued a Notice of Non-Settlement to the parties.⁶⁷ On 20 December 2021, the CID lifted the suspension of the complaint proceedings and ordered the parties to file their respective memoranda.⁶⁸

On 17 January 2022, MAG filed her Memorandum.⁶⁹

In her Memorandum, MAG stated that BPI, as a Personal Information Controller (PIC), has several obligations to its data subjects including implementing reasonable and appropriate organizational, physical, and technical security measures for the protection of personal data.⁷⁰

MAG alleged that BPI was negligent in holding and storing personal information of its data subjects because how else would the alleged fraudster know that she is a BPI credit card holder and all her other

⁶³ *Id.*

⁶⁴ *Id.*

⁶⁵ Comment, dated 03 September 2021, at 11, *in* MAG v. Bank of the Philippine Islands, NPC 20-283 (NPC 2021).

⁶⁶ *Id.* at 8.

⁶⁷ Notice of Non-Settlement of Dispute, dated 18 August 2021, *in* MAG v. Bank of the Philippine Islands, NPC 20-283 (NPC 2021).

⁶⁸ Order for Resumption of Complaints Proceedings and to Submit Memoranda, 20 December 2021, *in* MAG v. Bank of the Philippine Islands, NPC 20-283 (NPC 2021).

⁶⁹ Memorandum for the Complainant, 17 January 2022, *in* MAG v. Bank of the Philippine Islands, NPC 20-283 (NPC 2022).

⁷⁰ *Id.* at 5

personal information.⁷¹ She stated that there is clearly a breach of confidentiality and privacy on the part of BPI.⁷² She further alleged that “all surrounding circumstances also give doubt as to the security measures practiced and applied by BPI with regard to the protection of the personal information of their Data Subjects.”⁷³ MAG stated that when she filed a dispute with BPI, she was only “given an option on how to pay the unauthorized purchases, no more no less.”⁷⁴

Thus, according to MAG, BPI should be accountable for the negligence in holding and storing her personal information.⁷⁵ She prayed that BPI be held liable under Section 26 (b) of the DPA.⁷⁶ She further prayed for the reversal of the credit card charges, moral damages, and exemplary damages.⁷⁷

To substantiate her allegations, she submitted the (1) printed screenshot of the call log,⁷⁸ (2) printed screenshots of the BPI OTP,⁷⁹ (3) email thread between BPI and her,⁸⁰ (4) email thread between Shopee and her,⁸¹ (5) email thread between Lazada and her,⁸² (6) BPI Statement of Account,⁸³ (7) BPI Cardholders’ Statement of Disputed Item,⁸⁴ and (8) NPC Complaints Assisted Form.⁸⁵

On 27 January 2022, BPI filed its Memorandum.⁸⁶

BPI stated that there is a “pre-existing contract between the parties whereby Complainant is extended credit through the use of her BPI

⁷¹ *Id.*

⁷² *Id.* at 6.

⁷³ *Id.*

⁷⁴ *Id.*

⁷⁵ Memorandum for the Complainant, at 6-7, 17 January 2022, *in* MAG v. Bank of the Philippine Islands, NPC 20-283 (NPC 2022).

⁷⁶ *Id.*

⁷⁷ *Id.* at 6-7.

⁷⁸ *Id.* Annex A.

⁷⁹ *Id.* Annex B.

⁸⁰ *Id.* Annex C.

⁸¹ Memorandum for the Complainant, 17 January 2022, Annex D, *in* MAG v. Bank of the Philippine Islands, NPC 20-283 (NPC 2022).

⁸² *Id.* Annex E.

⁸³ *Id.* Annex F.

⁸⁴ *Id.* Annex G.

⁸⁵ *Id.* Annex H.

⁸⁶ Memorandum for the Respondent, 27 January 2022, *in* MAG v. Bank of the Philippine Islands, NPC 20-283 (NPC 2022).

Mastercard, while BPI is given the contractual right to collect and demand payment for the credit extended as they fall due.”⁸⁷ Thus, BPI has the right to process the personal information of MAG to the extent necessary to fulfil the subject contract.⁸⁸

BPI stated further that MAG, as the cardholder, consented to the processing of information necessary to the fulfilment of the relevant contracts, and to comply with relevant government regulations.⁸⁹ This was evidenced by the stipulation on terms and conditions for the use of a BPI Credit card.⁹⁰

Further, MAG’s allegation that BPI committed unauthorized processing is without any basis.⁹¹ BPI denied any participation in the commission of the fraudulent act and stressed that it was MAG herself who disclosed the relevant OTP and other information to the alleged fraudster.⁹²

BPI also reiterated its arguments in its Comment that MAG has manifestly failed to substantiate her claim that she was subject of a phishing attack and that BPI made disclosures to the alleged fraudster.⁹³ BPI also restated that it implements a multi-factor authentication process to verify online credit card transactions and regularly sends advisories to its clients reminding them to safeguard their financial information.⁹⁴

To support its defenses, BPI attached the following to its Memorandum: (1) Letter dated 12 March 2020 to prove that BPI promptly responded to MAG’s complaint,⁹⁵ (2) Advisories made by BPI through various means of communication,⁹⁶ and (3) BPI Credit Card Terms and Conditions.⁹⁷

⁸⁷ *Id.* at 3.

⁸⁸ *Id.*

⁸⁹ *Id.*

⁹⁰ *Id.*

⁹¹ *Id.*

⁹² Memorandum for the Respondent, 27 January 2022, at 4, *in* MAG v. Bank of the Philippine Islands, NPC 20-283 (NPC 2022).

⁹³ *Id.* at 7-11.

⁹⁴ *Id.* at 11-13.

⁹⁵ *Id.* Exhibit 1.

⁹⁶ *Id.* Exhibit 2.

⁹⁷ *Id.* Exhibit 3.

Issue

Whether there is substantial evidence to find BPI liable for a violation of Section 26 (Accessing Due to Negligence) and Section 32 (Unauthorized Disclosure) of the DPA.

Discussion

The Commission dismisses the case for lack of substantial evidence.

BPI cannot be held liable for a violation of the DPA based on the allegations of and evidence submitted by MAG.

In her Memorandum, MAG claims that the alleged fraudster gained access to her personal information because BPI was negligent in holding and storing her personal information.⁹⁸ To substantiate her complaint, she submitted the printed screenshot of the call log,⁹⁹ printed screenshots of the BPI OTP,¹⁰⁰ an email thread between BPI and her,¹⁰¹ an email thread between Shopee and her,¹⁰² an email thread between Lazada and her,¹⁰³ her BPI Statement of Account,¹⁰⁴ and the BPI Cardholders' Statement of Disputed Item.¹⁰⁵ She also attached a Certification of Authenticity stating that the evidence submitted consists of screenshots and photo reproductions of the original non-documentary evidence.¹⁰⁶

In this case, MAG, as the complainant, had the burden of proof in alleging a violation of the DPA. She, however, did not discharge this as she failed to support her allegations with substantial evidence.

⁹⁸ Memorandum for the Complainant, 17 January 2022, at 5, *in* MAG v. Bank of the Philippine Islands, NPC 20-283 (NPC 2022).

⁹⁹ *Id.* Annex A.

¹⁰⁰ *Id.* Annex B.

¹⁰¹ *Id.* Annex C.

¹⁰² *Id.* Annex D.

¹⁰³ *Id.* Annex E.

¹⁰⁴ Memorandum for the Complainant, 17 January 2022, Annex F, *in* MAG v. Bank of the Philippine Islands, NPC 20-283 (NPC 2022).

¹⁰⁵ *Id.* Annex G.

¹⁰⁶ *Id.* at 10.

Section 1 of Rule 131 of the 2019 Amendments to the Revised Rules on Evidence provides:

Section 1. *Burden of proof and burden of evidence.* **Burden of proof is the duty of a party to present evidence on the facts in issue necessary to establish his or her claim** or defense by the amount of evidence required by law. Burden of proof never shifts.

Burden of evidence is the duty of a party to present evidence sufficient to establish or rebut a fact in issue to establish a prima facie case. Burden of evidence may shift from one party to the other in the course of the proceedings, depending on the exigencies of the case.¹⁰⁷

Section 6 of Rule 133 of the 2019 Amendments to the Revised Rules on Evidence provides:

Section 6. *Substantial Evidence.* In cases filed before administrative or quasi-judicial bodies, a fact may be deemed established if it is supported by substantial evidence, or that amount of relevant evidence which a reasonable mind might accept as adequate to justify a conclusion.¹⁰⁸

In *BSA Tower Condominium Corporation v. Reyes*,¹⁰⁹ the Supreme Court held that:

The basic rule is that mere allegation is not evidence and is not equivalent to proof. Likewise, charges based on mere suspicion and speculation cannot be given credence.¹¹⁰

Based on MAG's narration, the alleged fraudster knew only of her full name and mobile number.¹¹¹ As correctly stated by BPI, the alleged fraudster, however, could have obtained such information from other sources and through other illegal means.¹¹² There was no evidence to show that the information came from BPI. Further, while MAG submitted a Certification of Authenticity with her evidence, this does

¹⁰⁷ 2019 AMENDMENT TO THE 1989 REVISED RULES ON EVIDENCE, A.M. No. 19-08-15-SC, Rule 131, § 1 (01 May 2020). Emphasis supplied.

¹⁰⁸ *Id.* Rule 133, § 6.

¹⁰⁹ *BSA Tower Condominium Corp. v. Reyes II*, A.C. No. 11944 (2018).

¹¹⁰ *Id.*

¹¹¹ Complaints-Assisted Form, 22 September 2020, at Annex C, *in* MAG v. Bank of the Philippine Islands, NPC 20-283 (NPC 2020).

¹¹² Comment, dated 03 September 2021, at 8, *in* MAG v. Bank of the Philippine Islands, NPC 20-283 (NPC 2021).

not create a connection between the fraudulent activity and BPI's alleged involvement.

As admitted in her complaint, MAG's own actions directly resulted in the disputed transactions.¹¹³ The fact that the alleged fraudster knew her personal information does not automatically mean that there was a breach or negligence on the part of BPI.

Based on MAG's assertions, it cannot be said that BPI was remiss in its obligation to implement security measures under the DPA. As explained in BPI's Comment and Memorandum, BPI implements a multi-factor authentication process to verify online credit card transactions, such that online transactions can only be executed by providing certain information and performing the necessary confirmation.¹¹⁴ To reiterate, it was MAG herself who disclosed her credit card information and OTP to the alleged fraudster.¹¹⁵

The Commission reminds data subjects that they should endeavor to protect their personal data, including bank account numbers, log-in credentials, credit card details, and OTPs sent through email links, text messages, or phone calls, to avoid possible risk or harm. As the Commission has previously held, the security of personal information is a joint obligation of both the data subjects and the data controller or processor.¹¹⁶ The implementation of reasonable security measures does not mean that the measure is foolproof and immune from any contributory negligence on the part of the data subject.¹¹⁷

In sum, MAG's admissions and the lack of substantial evidence to support her allegations cannot give rise to the conclusion that BPI failed to implement security measures and that this supposed failure resulted in the unauthorized transactions.

¹¹³ Complaints-Assisted Form, 22 September 2020, at Annex C, *in* MAG v. Bank of the Philippine Islands, NPC 20-283 (NPC 2020).

¹¹⁴ Comment, dated 03 September 2021, at 9, *in* MAG v. Bank of the Philippine Islands, NPC 20-283 (NPC 2021).

¹¹⁵ Complaints-Assisted Form, 22 September 2020, at Annex C, *in* MAG v. Bank of the Philippine Islands, NPC 20-283 (NPC 2020).

¹¹⁶ EDF v. BPI, NPC 21-016, 17 March 2022, at 10, *available at* <https://privacy.gov.ph/wp-content/uploads/2023/05/NPC-21-016-2022.03.17-EDF-v.-BPI-Decision-1.pdf> (last accessed on 21 September 2023).

¹¹⁷ *Id.*

Given the foregoing, the Commission cannot find BPI liable for violating Section 26 (Accessing Due to Negligence) and Section 32 (Unauthorized Disclosure) of the DPA.

As to MAG's prayer on the reversal of the unauthorized transactions, such is beyond the jurisdiction of the Commission,

WHEREFORE, premises considered, this Commission resolves that the case filed by MAG against Bank of the Philippine Islands is **DISMISSED** for lack of substantial evidence.

This is without prejudice to the filing of appropriate civil, criminal, or administrative cases before any other forum or tribunal, if any.

SO ORDERED.

City of Pasay, Philippines.
17 August 2023.

Sgd.
LEANDRO ANGELO Y. AGUIRRE
Deputy Privacy Commissioner

WE CONCUR:

Sgd.
JOHN HENRY D. NAGA
Privacy Commissioner

Sgd.
NERISSA N. DE JESUS
Deputy Privacy Commissioner

Copy furnished:

MAG
Complainant

**BANK OF THE PHILIPPINE ISLANDS
BPI LEGAL AFFAIRS AND DISPUTE
RESOLUTION DIVISION**

Attn: CDP
and BDN
Respondent

**COMPLAINTS AND INVESTIGATION DIVISION
ENFORCEMENT DIVISION
GENERAL RECORDS UNIT**
National Privacy Commission