

**LEGAL LIABILITY FOR THE UNAUTHORIZED
WITHDRAWAL OF FUNDS BY PT PERMODALAN
NASIONAL MADANI (MEKAAR)**

JURNAL

**Ditulis Untuk Memenuhi Syarat
Mendapatkan Gelar Sarjana Hukum**

Oleh:

**Ressa Yamasy
2206200282**



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**FAKULTAS HUKUM
UNIVERSITAS MUHAMMADIYAH SUMATERA UTARA
MEDAN
2026**



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MENETAPKAN

NAMA : RESSA YAMASYA
NPM : 2206200127
PRODI/BAGIAN : HUKUM / HUKUM PERDATA
JUDUL SKRIPSI : PERTANGGUNGJAWABAN HUKUM ATAS PENGAMBILAN
DANA TANPA PERSETUJUAN RESMI OLEH PT.
PERMODALAN NASIONAL MADANI (MEKAAR)

Dinyatakan:

- (A) Lulus Yudisium dengan Sangat Baik
- () Lulus Bersyarat, memperbaiki/Ujian Ulang
- () Tidak Lulus

Setelah lulus, dinyatakan berhak dan berwenang mendapatkan gelar Sarjana Hukum (SH) dalam Bagian Hukum Perdata.

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Sekretaris

Assoc. Prof. Dr. ZAINUDDIN, S.H., M.H.
NIDN: 0118047901

ANGGOTA PENGUJI:

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2. Mhd. Nasir Sitompul, S.H., M.H.
3. Dr. NURHILMIYAH, S.H., M.H..

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2.

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: 3. Dr. Nurhilmiyah, S.H., M.H. / NIDN: 0014118104

Lulus, dengan nilai A, predikat Istimwewa

Oleh karenanya dinyatakan berhak menggunakan gelar Sarjana Hukum (S.H.)

Ditetapkan di Medan

Tanggal, 06 April 2026

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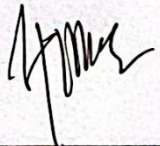

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Skripsi tersebut di atas telah diujikan oleh Dosen Penguji Fakultas Hukum Universitas Muhammadiyah Sumatera Utara pada Tanggal 06 April 2026.

Dosen Penguji

		
<u>Assoc. Prof. Dr. Farid Wajdi, S.H., M.Hum.</u> NIDN: 0102087002	<u>Mhd. Nasir Sitompul, S.H., M.H.</u> NIDN: 0118097203	<u>Dr. Nurhilmiyah, S.H., M.H.</u> NIDN: 0014118104

**Disahkan oleh:
Dekan Fakultas Hukum UMSU**



Assoc. Prof. Dr. FAISAL, S.H., M.Hum.
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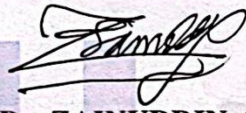
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PENGAMBILAN DANA TANPA PERSETUJUAN RESMI
OLEH PT. PERMODALAN NASIONAL MADANI
(MEKAAR)**

Disetujui Untuk Disampaikan Kepada
Panitia Ujian Skripsi

Medan, 14 Februari 2026

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TANGGAL	MATERI BIMBINGAN	TANDA TANGAN
31 Juli 2025	Pengajuan Judul & Acc Judul	
10 September 2025	Bimbingan proposal	
20 Oktober 2025	Acc proposal	
14 November 2025	Seminar proposal	
03 Desember 2025	Bimbingan setelah proposal & submit paper ke QJS	
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09 Januari 2026	terima LOA	
09 Januari ^{maret} 2026	Menperoleh link publish	
10 Januari ^{maret} 2026	Acc Untuk ujian tugas akhir	

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LETTER OF ACCEPTANCE

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Berdasarkan hasil penilaian yang dilakukan oleh Tim Editorial Syiah Kuala Law Journal (SKLJ) - ISSN: 2580-9059 (online); 2549-1741(print), Penerbit Magister Ilmu Hukum Fakultas Hukum Universitas Syiah Kuala, Banda Aceh, dengan ini menyatakan bahwa:

“Legal Liability for the Unauthorized Withdrawal of Funds by PT Permodalan Nasional Madani (Mekaar)”

Penulis : Ressa Yamasya¹, Nurhilmiyah²
Afiliasi : Universitas Muhammadiyah Sumatera Utara
Email : yamasyar@gmail.com¹, nurhilmiyah@umsu.ac.id²

Dinyatakan : **DITERIMA**

Akan dimuat dalam Syiah Kuala Law Journal (SKLJ) Vol. 9 No. 3 : Desember 2025. Demikian surat ini kami sampaikan, untuk dapat dipergunakan sebagaimana mestinya.

Ketua Penyunting,



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LEGAL LIABILITY FOR THE UNAUTHORIZED WITHDRAWAL OF FUNDS BY PT PERMODALAN NASIONAL MADANI (MEKAAR)

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Article Information

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Keywords :

*Compensation, Civil law,
Legal protection,
Accountability, PT. PNM*

Abstrak

The official consent stipulated in Article 1320 of the Indonesian Civil Code (KUHPerduta) involves an agreement between authorized parties and fulfills the legal requirements for a valid contract. This includes mutual consent between the parties, the legal capacity to bind themselves, a specific subject matter, and a lawful cause. The purpose of this study is to examine the civil law regulations governing employees of PT Permodalan Nasional Madani (Mekaar) in relation to the unauthorized withdrawal of customer funds, as well as to analyze the legal protection provided by the company to affected customers.

This research concludes that there have been instances of misconduct by certain employees, such as forgery of signatures and manipulation of documents, to obtain funds without the customer's explicit consent—actions that result in both legal and financial losses for customers. In the context of civil law, such actions may render the related agreements null and void and give rise to civil liability for both the employee and the company.

The legal protection provided by the company includes internal supervision mechanisms, issuance of warnings, mediation, compensation, and dispute resolution efforts through deliberation or court proceedings.

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I. PENDAHULUAN

According to Hans Kelsen's view on legal responsibility, he emphasizes that individuals bear legal responsibility for certain actions, meaning that they are accountable for the sanctions arising from acts that are not in accordance with the law. (DJAIDI, 2022). In civil law, the basis of liability is divided into two categories: fault and risk. Accordingly, there is liability based on fault, as well as liability without fault, which is commonly referred to as strict liability or absolute liability. (Purwito, 2023).

When viewed from the regulatory model in the Indonesian Civil Code (KUHPerdata) concerning unlawful acts which aligns with the legal systems of Continental European countries the model of legal liability can be explained as follows:

1. Liability based on fault (intentional or negligent acts), as stipulated in Article 1365 of the Civil Code. This means that the perpetrator must have acted with intent or negligence that resulted in harm to another party.
2. Liability specifically focused on negligence, as provided in Article 1366 of the Civil Code. In this case, liability arises when an act fails to meet the expected standard of conduct, thereby causing loss or damage to another person.
3. Strict or absolute liability (without the need to prove fault), as regulated in Article 1367 of the Civil Code, which applies in very limited situations, such as liability for damages caused by certain objects or persons under one's responsibility (Dr. Rohadi, 2025).

Compensation, or damages, refers to the payment made to a creditor as restitution for losses suffered due to a debtor's breach of contract. This principle is regulated in the Indonesian Civil Code, particularly in Article 1248, which states:

"The obligation to pay compensation and interest arising from the non-performance of an agreement begins only after the debtor has been declared in default in fulfilling his obligations, continues to neglect them, or when the performance of something that should have been delivered or carried out is no longer possible due to the lapse of time." A person is considered to have committed an unlawful act if their conduct violates another person's rights, their own legal obligations, or moral principles. (Syaiful Badri, 2024).

Regarding compensation, the law provides specific rules on what may be included in the scope of damages. This means there are limitations on what can be claimed as compensation. Article 1247 of the Indonesian Civil Code states that:

"The debtor is only obliged to pay the costs, losses, and interest that have clearly occurred or could reasonably have been foreseen at the time the agreement was made, unless the non-performance of the agreement was caused by fraud on his part." Claims for compensation may only be expressed in monetary form. (Darwin, 2025).

PNM Membina Ekonomi Keluarga Sejahtera (PNM Mekaar) is a microfinance program launched in 2015 that provides capital loans to underprivileged women engaged in micro, small, and medium enterprises (MSMEs). In fact, PNM Mekaar's clients generally possess business skills and knowledge; however, their limited access to working capital financing prevents them from fully realizing their business potential. Several factors contribute to this restricted access, including administrative issues, business scale, and lack of collateral.

The empowerment efforts carried out by PT Permodalan Nasional Madani (PNM) are implemented through the provision of financing services, financial institutions, and management assistance. These initiatives form part of the government's broader strategy to promote MSMEs, particularly by contributing to the real sector, encouraging the growth of new entrepreneurs with promising business potential, and creating employment opportunities.. (IndriYuliani, 2024).

Based on the background described above, the formulation of the problem in this study is: "How is the civil law regulation applied to the employees of PT Permodalan Nasional Madani (Mekaar) regarding the unauthorized withdrawal of customer funds, and how is the legal protection provided by the company to its customers?"

The purpose of this study is to determine how civil law regulates the actions of PT Permodalan Nasional Madani (Mekaar) employees who withdraw customer funds without official consent and to analyze the forms of legal protection provided by the company to its customers.

II. METODE PENELITIAN

This study employs a normative legal research method, focusing on the examination of legal principles derived from applicable legal sources concerning legal liability in cases of fund withdrawal without official consent. This approach is carried out by analyzing relevant laws and regulations. The type of data used consists of secondary data (literature, journals) and tertiary legal materials, with data collected through a library research approach.

III. HASIL PENELITIAN DAN PEMBAHASAN

1.1. Civil Law Regulation of PT Permodalan Nasional Madani (Mekaar) Employees Regarding the Unauthorized Withdrawal of Customer Funds.

Civil law is the body of law that regulates legal relationships between individuals in society, with an emphasis on personal interests. Legal sources serve as the starting point of civil law, or the origin from which civil law can be traced. In this context, the source refers to its "origin," as civil law in Indonesia was developed during the Dutch colonial period and codified in the *Burgelijk Wetboek* (B.W.). According to the transitional provisions of the 1945 Constitution (UUD 1945), the B.W. remains in effect until new laws are enacted under the authority of the UUD 1945. (Bagenda, 2023) Indonesia adopts a civil law system and the Continental European legal system, which is primarily based on statutory law, often codified and compiled into comprehensive legal codes. In the context of civil liability, this means that, in general, liability for unlawful acts is governed by Article 1365 of the Indonesian Civil Code (KUH Perdata) (Erna Susanti, 2024).

Regarding the requirements for a valid agreement under the Indonesian Civil Code (KUHPerdata), these are regulated in Article 1320, which consists of: 1) mutual consent of the parties bound by the agreement, 2) legal capacity to enter into a binding obligation, 3) a definite subject

matter, and 4) a lawful cause. Article 1365 of the Civil Code (KUHPerduta) states that any individual who commits an unlawful act causing harm to another party is obliged to provide compensation for the resulting losses. In the context of unlawful acts, there is also the concept of vicarious liability, or substitute liability (Putri, 2024). An unlawful act is considered not only a violation of existing regulations but also an action that infringes upon the rights of others, contradicts legal obligations, and fails to comply with moral norms and the standard of due care expected in social interactions.

In the context of civil law, the withdrawal of funds from customers without official consent can be considered a breach of contract or an unlawful act that potentially causes losses to both the customer and the institution involved. A breach of contract, as stipulated in Article 1234 of the Indonesian Civil Code (KUHPerduta), occurs when one party fails or neglects to fulfill the obligations or performances agreed upon in a contract. Such performances may include the delivery of goods, carrying out certain actions, or refraining from actions prohibited by the contract.

Referring to Article 1234 of the Civil Code, an individual who commits a breach of contract is required to compensate the aggrieved party for losses, costs, and interest. In the case of unauthorized fund withdrawals by employees of PT Permodalan Nasional Madani (MEKAAR), this act constitutes a violation of the agreement or contract established between the customer and the institution, making the employees involved legally liable under civil law. This liability includes the obligation to compensate for material losses suffered by the customer as a direct result of the breach.

PT Permodalan Nasional Madani (PNM) has long been recognized as a state-owned enterprise (BUMN) committed to empowering micro, small, and medium enterprises (MSMEs) in Indonesia. Through its programs and services, PNM not only provides access to financing but also offers comprehensive business mentoring. PT Permodalan Nasional Madani (Mekaar) is a capital loan program introduced in 2015, targeting underprivileged women engaged in MSMEs. PNM Mekaar customers generally possess business knowledge and skills, but limited access to working capital prevents them from fully utilizing their capabilities. Factors restricting access include administrative requirements, business scale, and lack of collateral. To address this gap, the company implements a joint-liability group system, allowing customers to develop their businesses, achieve their goals, and improve family welfare.

Mekaar Syariah focuses on small business entrepreneurs by conducting direct outreach in various regions. Prospective borrowers are not required to already have an existing business to apply for a loan but must have the intention to start one. This initiative aims to increase community involvement in entrepreneurship. The loan process is carried out in stages, with PNM teams (Account Officers or AOs) providing guidance to each customer. Additionally, PNM instills values of honesty in business practices and discipline in loan repayments.

Organizational structure serves as the operational foundation for all employees within a company. It defines the boundaries of duties, authority, and responsibilities of each employee, which include:

1. Branch Manager – Responsibilities:
 - a) Oversees overall branch operations.
 - b) Establishes internal policies related to discipline and operational procedures.
 - c) Approves credit decisions within the authority limits of the Unit Head.
 - d) Represents the Head Office in external business collaborations.
 - e) Leads credit committees, HR committees, risk committees, and general meetings.
 - f) Represents the Board in resolving legal issues within the branch.
2. Deputy Branch Manager / Senior Account Officer (SAO) – Responsibilities:
 - a) Represents the Branch Manager in their absence.
 - b) Acts as an extension of the Branch Manager in coordinating with Supervision, HR, Credit Support, Accounting, and IT.
 - c) Ensures smooth operational performance.
 - d) Develops operational strategies and work mechanisms.
 - e) Oversees loan disbursements.
3. Account Officer (AO) – Responsibilities:
 - a) Develops strategies to acquire new markets.
 - b) Monitors debtor conditions and quality.
 - c) Ensures the quality of assigned debtors.
 - d) Monitors each debtor periodically.
 - e) Analyzes credit applications from prospective debtors.
4. Loan Administration (Loan Admin) – Responsibilities:
 - a) Disburses loans after approval from the Head of Operational Group.
 - b) Maintains loan administration records.
 - c) Manages principal, interest, and arrears payments.
 - d) Stops interest accrual for deceased or terminated debtors.
 - e) Processes loan repayments.
 - f) Prepares monthly credit progress reports.

The withdrawal of funds by PNM Mekaar employees without official consent legally falls under the category of unlawful acts governed by civil law. According to Article 1365 of the Civil Code (KUHPperdata), any illegal act causing harm to another requires the perpetrator to provide compensation. Therefore, employees who withdraw funds without customer approval may be held

civilly liable to compensate customers for losses directly resulting from their actions. (Piskayanti, 2021).

Employees of PT Permodalan Nasional Madani (PNM) Mekaar have engaged in illegal actions that can be categorized as fraud by withdrawing customer funds without authorization, including customer savings and government assistance that should have been directly received by the customers. These actions were carried out by manipulating customer identity information, such as identity cards (KTP) and signatures, to facilitate fund disbursement without the customer's official consent. Such conduct clearly violates the principles of good faith in civil contract execution and consumer protection, resulting in significant material and immaterial losses for the affected customers. Additionally, these actions undermine public trust in the integrity of microfinance institutions and highlight deficiencies in PNM Mekaar's internal supervision system.

In the realm of civil law, PNM Mekaar and the employees involved bear legal responsibility for these unlawful acts and are obligated to restore the rights of affected customers. Strict law enforcement is necessary, both through corporate administrative measures and civil litigation, to create a deterrent effect and prevent recurrence of practices that harm consumers. Furthermore, the company must strengthen internal control systems through comprehensive data verification mechanisms and strict monitoring of all customer fund management activities. These measures are essential to ensure effective legal protection for customers and to restore and maintain public trust in PNM Mekaar.

Mediation is a negotiation process in which an impartial third party works with the disputing parties to help reach a satisfactory agreement (Dr. Susanti Adi Nugroho, 2019). Mediation has been implemented to address the case of illegal fund withdrawal by a PNM Mekaar employee. This process involved dialogue and deliberation between the company and the affected customer, aiming to achieve a fair resolution. During mediation, both parties presented facts, evidence, and clarifications regarding the incident experienced by the customer. Mediation is considered an effective method for resolving disputes without resorting to lengthy legal proceedings, thereby saving time and costs while maintaining good relations between the company and its customers.

After a prolonged negotiation process, an agreement was reached requiring the responsible employee to compensate the customer for losses totaling IDR 33,000,000. This decision represents the employee's accountability for the harm caused and demonstrates PNM Mekaar's commitment to providing legal protection and quality service to its customers. Moreover, the mediation outcome serves as a valuable lesson for the company to strengthen internal oversight and control to prevent similar incidents in the future.

As a civil law sanction for the employee's actions, the involved employee is required to repay the customer's losses of IDR 33,000,000 (thirty-three million rupiah) through installment payments. Additionally, the company took decisive action by terminating the employee as a form of accountability and to protect the institution's reputation. PNM Mekaar is expected to improve its internal supervision systems and data verification procedures to prevent recurrence, ensuring maximum legal protection for customers and maintaining public confidence in the financial institution.

The obligations of PT Permodalan Nasional Madani include:

- (a) Providing loans in accordance with the terms agreed upon in the credit agreement,
- (b) Safeguarding collateral,
- (c) Returning collateral once the debtor has repaid the debt,
- (d) Insuring the debtor's life with a life insurance company partnered with the creditor, and
- (e) Monitoring, inspecting, and coordinating the business conditions of the debtor while ensuring the business operates smoothly so that installments are paid on time (MR Rahmawan, 2019).

1.2. Legal Protection Provided by the Company to Customers

Essentially, financial institutions in Indonesia can be divided into two categories: banking institutions and non-bank financial institutions. A financial institution is part of the banking system, which is a legally based organization capable of collecting funds from the public in the form of deposits and redistributing them in the form of loans or other financial services, as well as providing services related to payment transactions (PUTRI, 2023).

Article 1 and Article 3 of the 1945 Constitution of Indonesia (UUD 1945) state that Indonesia is a law-based state. Therefore, the state is responsible for protecting the legal rights of all citizens by providing guarantees of legal protection, which constitute rights for the entire society. The fundamental principles ensuring legal protection for Indonesian society are rooted in Pancasila and the concept of a law-based state. Both sources emphasize the importance of recognizing and respecting human dignity and values. Legal protection can be provided through two main approaches: prevention and law enforcement. The basis of legal protection for Indonesian society emphasizes recognition and safeguarding of human dignity and values according to Pancasila and other guiding principles (Muammar Zein, 2023).

A legal relationship between business actors and consumers arises from the desire to obtain certain goods or services. This relationship continues from the production, marketing, and offering process. It should be understood that oral agreements are not prohibited under civil law because they meet the validity requirements of an agreement, as regulated in Article 1320 of the Civil Code

(KUHPerdata). There is no requirement that an agreement must be written. In other words, an oral agreement also has legally binding power for the parties involved (Farid Wajdi, 2023). Legal protection refers to upholding individual dignity and recognizing human rights by legal institutions according to regulations or provisions that protect parties from harm or unfair treatment (Jefry Tarantanga, 2023).

The Consumer Protection Law (UUPK) serves as the primary legal framework supporting consumer rights and interests, including bank customers, in facing practices that may cause losses. One important issue regulated in the UUPK concerns standard clauses. In the context of customer legal protection, the law cannot be separated from Law No. 8 of 1999 on Consumer Protection, which is the main reference for safeguarding consumers, including general bank customers. Standard clauses are provisions unilaterally created by banks and included in credit agreements, account openings, or other banking products. Often, these clauses favor banks more than consumers, potentially harming consumer interests (Nurfitriyani, 2021).

Consumer protection focuses on legal mechanisms that safeguard consumers when obtaining goods and services to avoid potential losses arising from their use. Therefore, consumer protection law can be considered as regulation that provides a framework to ensure consumers' rights are protected. It sets the rights and responsibilities of producers and establishes ways to protect these rights from infringement by others, including business actors (Lobo, 2024). The UUPK also mandates business actors, including banks, to act in good faith when conducting business activities. Article 7 of the UUPK requires banks to provide accurate, detailed, and transparent information about the conditions and guarantees of the products or services they offer. This provision is designed to protect customers by ensuring they receive clear and correct information before making decisions regarding banking products or services.

Article 9 of the UUPK prohibits financial institutions from providing or disseminating false or misleading information regarding products or services. If a customer suffers losses due to the bank's actions or negligence, the UUPK provides an effective solution. Banks are obliged to compensate customers for losses, contamination, or damages arising from the use of goods and services produced or marketed, as regulated in Article 19 of the UUPK. Under these provisions, customers who suffer losses have the right to file a claim for compensation against the bank (Rafela Ashyla Zahra, 2024).

The Consumer Protection Law aims to protect banking service users by setting limits on unavoidable standard clauses in the current banking sector. According to Article 1, paragraph 1 of the UUPK, consumer protection includes all actions ensuring legal certainty to safeguard consumers. The principle of consumer protection, according to Article 2 of Law No. 8 of 1999, is that "Consumer protection must be based on benefits, fairness, balance, safety, and legal certainty for consumers." When customers suffer losses due to the bank's behavior or inability to act, the UUPK provides an effective solution. Banks are responsible for compensating customers for losses, damages, or negative

impacts arising from the use of the products and services they provide or trade, as regulated in Article 19 of the UUPK.

Customers are users of banking services, and consumer protection is vital and cannot be ignored. The existence of customers is a key element, as the survival of the banking industry relies heavily on public trust. In practice, many business actors or banks tend to overlook consumer rights and exploit customer weaknesses without legal consequences. Low awareness and knowledge among the public as consumers may be exploited by businesses to conduct transactions not based on good faith, aiming to maximize profit by utilizing available resources efficiently. The legal relationship between depositors and banks is built on an agreement. Therefore, it is natural that depositors' interests receive legal protection, just as banks are protected. The government has shown political intent to protect bank customers' interests, especially depositors, as reflected in the enactment of Law No. 7 of 1992 in conjunction with Law No. 10 of 1998 regarding banking (Ngiu, 2015).

PT PNM Mekaar provides clear and structured legal protection to customers in accordance with Law No. 8 of 1999 on Consumer Protection (UUPK). As a public-serving financial institution, PNM Mekaar recognizes that safeguarding consumer or customer rights is vital, particularly when facing potential losses arising from actions taken either intentionally or negligently in its operations. The company is committed to adhering to the principles of good faith and transparency, as required by the UUPK, particularly regarding the obligation to provide accurate and comprehensive information to customers about the products and services they access.

A concrete form of legal protection offered by PNM Mekaar is the compensation mechanism for customers who suffer losses due to harmful actions, such as unauthorized fund withdrawals by company employees. In accordance with Article 19 of the UUPK, PNM Mekaar is responsible for customer losses and is required to provide compensation as a form of accountability for damage, contamination, or losses. This mechanism ensures justice for customers while protecting consumer rights legally. Additionally, this action strengthens trust between the company and its customers, enhances PNM Mekaar's reputation as a professional and responsible financial institution, and demonstrates the company's commitment to maintaining stability and the sustainability of high-quality services. The legal protection implemented also encourages the company to continuously improve internal supervision systems and risk management procedures to minimize violations that may harm customers.

IV. KESIMPULAN

The unauthorized withdrawal of funds by employees of PT. Permodalan Nasional Madani (Mekaar) constitutes a violation of civil law in accordance with Articles 1365 and 1234 of the Indonesian Civil Code (KUHPperdata). This activity is categorized as an unlawful act, which obliges the perpetrator to be responsible for any losses incurred by the customers. PT PNM Mekaar, which is

committed to empowering micro, small, and medium enterprises (MSMEs) through a joint liability group system, suffered reputational damage as a result of this illegal action, highlighting weaknesses in internal oversight. Therefore, the company must strengthen its data verification processes and improve its supervisory system. In addition to compensating the losses, employees found guilty may also face sanctions such as dismissal to maintain the institution's credibility and prevent similar incidents from recurring. Firm civil law enforcement is necessary to protect customer rights and ensure public trust in PT PNM Mekaar remains intact.

The legal protection provided to customers by companies in Indonesia is grounded in the principles of state law as enshrined in the 1945 Constitution (UUD 1945) and Pancasila, which emphasize respect for human rights and individual dignity. Financial institutions have an obligation to safeguard their customers' rights through strict oversight. Law No. 8 of 1999 on Consumer Protection (UUPK) serves as the primary legal foundation, requiring financial institutions to act in good faith and provide accurate, clear, and transparent information regarding the products and services they offer. If customers suffer losses due to negligence or actions by financial institutions, the UUPK grants them the right to claim compensation. This protection is further reinforced by other banking sector regulations, such as Law No. 7 of 1992 and Law No. 10 of 1998, which address the management and safeguarding of customer funds. With clear and robust legal protection in place, customers are expected to receive justice, security, and legal certainty in all banking transactions.

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