

## INVESTIGATION REQUIREMENT

## Investigation and assessment of fraud cases

- 1. When a customer lodges a report on an Online Banking dispute, the Bank will acknowledge receipt of the dispute. A Service Request number (SR) will be given to customer as an acknowledgement for customer to follow up (when required).
- 2. When lodging a report on an Online Banking disputed transaction, the following minimum information are required from the customer for the Bank to commence with investigation:
  - (a) customer's name;
  - (b) customer's NRIC or passport number;
  - (c) affected account number;
  - (d) date of the disputed transaction;
  - (e) amount of the disputed transaction;
  - (f) reason why the customer believes that it is a disputed transaction; and
  - (g) copy of Police Report that clearly state item (a) to (f).
- 3. Within 3 working days from the date of the Online Banking dispute received, the Bank's Fraud Investigation Team will send customer an 'Acknowledgement of Reported Online Banking Dispute' letter should the required information in 2 (a) to (g) is completed or 'Confirmation of Online Banking Transactions' letter when the required information in 2 (a) to (g) is incomplete.
- 4. Simultaneously, the Bank will proceed with the following action:
  - (a) Commence with investigation by gathering facts; and
  - (b) Contact customer for further details of dispute (where necessary).
- 5. During the course of investigation, the Bank reserves its right to require customer to provide additional documents or information (where necessary) either via telephone (\*603-8751 4300) or email (frcinvestigation@rhbgroup.com). The Bank also reserves its right to treat this matter as closed when customer failed to provide the same.
- 6. The Bank will only commence the investigation upon receipt of the complete information and documents stated in clause 2, failing which the Bank reserve its right to treat the matter as closed.
- 7. The outcome of the investigation ("Decision Letter") will be communicated to customer via email or post within 14 workings days from the date of receipt of complete document as stated in clause 2.
- 8. In the event the Bank extends the investigation beyond 14 working days from the date of the dispute as stated above, a provisional credit up to the full amount of the disputed case or RM5,000 per disputed case, whichever is lower will be granted to you subject to your acceptance to Provisional Credit Terms & Condition.
- 9. The details of the Provisional Credit Terms & Condition are as follows:
  - a. the aforementioned provisional credit to you is made available on a strictly without prejudice basis and no admission as to liability on our part;



- b. The Provisional Credit is subject to customer's signing the Acknowledgement & Acceptance Section of the Provisional Credit Letter. The amount will be credited into customer's account within five (05) working days from the date the Bank received the said Acknowledgement & Acceptance.
- c. in the event the investigation on customer's complaint exceeds 30 working days, the Bank will credit the remaining amount of the disputed case (including any interest or profit where applicable) no later than 30 working days from the date of receipt of the dispute if the investigation has not been concluded by that time;
- d. customers are allowed to full use of the provisional credit amount;
- e. customers are not allowed to close the affected Account until the Bank concludes and communicates the outcome of its investigation;
- f. in the event our investigation reveals that the transaction(s) complained was carried out due to customer's negligence in allowing a third party to access their security details, or that customers had acted fraudulently, either alone or together with any other person, customers shall be held liable for the payment(s) from their Account;
- g. customer authorize the Bank to debit from their Account or, in the event of insufficient credit balance therein, from any other deposit account with the Bank, whether held individually or jointly, the full provisional credit amount or part thereof as the Bank sees fit in the event customers are liable for the payment(s) and fail to refund the provisional credit amount to the Bank on demand;
- h. if the provisional credit amount cannot be debited from the said Account or any other deposit account maintained with the Bank for any reasons within seven (7) working days, the Bank is entitled to take all and any action permitted by law to recover the said amount from customers (including but not limited to civil court action). In such an event, all costs and expenses incurred by the Bank shall also be borne and paid by customers;
- i. additionally, the Bank may report the outstanding provisional credit into the Central Credit Reference Information System (CCRIS) as unreturned provisional credit after six (6) months from the date of the final decision made by the Bank.
- 10. Please be advised that any attempt to make false claim(s) on disputed transaction(s) will be treated as a criminal act against the Bank and the Bank may exercise its right(s) to report to the appropriate authorities for further action, without prejudice to the Bank's rights to take any civil action permitted by law.
- 11. Should customer have further inquiries and assistance on the investigation findings, do not hesitate to contact the Bank via email at customer.service@rhbgroup.com or Phone Banking at 603- 9206 8118.
- 12. Alternatively, if customers are not satisfied with Bank's decision, customer may refer the matter to RHB Customer Advocacy, to review the dispute in an independent, impartial and fair manner within one (1) month from the date of this letter. Append below the address and contact details for your easy reference: -

Customer Advocacy, Group Customer Experience, RHB Bank Berhad, Level 2, Tower 2, Jalan Tun Razak, 50400 Kuala Lumpur. Email: customer.advocacy@rhbgroup.com

13. If customers are still not agreeable with the Bank's explanation on the investigation findings and decision, the Bank may refer customer to Financial Markets Ombudsman Service (FMOS) to provide an effective and fair handling of complaints and for the resolution of disputes between eligible Customers and Bank within six months from the date of the final decision made by the Bank. The contact details are as stated below: -

Address: Financial Markets Ombudsman Service

14th Floor, Main Block



Menara Takaful Malaysia No.4, Jalan Sultan Sulaiman 50000 Kuala Lumpur

Contact Number: +603 2272 2811

Website: https://www.fmos.org.my

Fax: +603 2272 1577

- 14. FMOS accept disputes which are related to monetary losses that fall within the limit of RM250,000.00.
- 15. In the event where Provisional Credit was granted by the Bank prior to the final decision made by the Bank, the Bank will only report the balance disputed amount to FMOS for remediation.
- 16. The Bank shall only report the outstanding Provisional Credit into CCRIS as unreturned Provisional Credit upon a final decision by the FMOS.

Note: \* Customers are not allowed to call 603-8751 4300 as it serves for out-going call only.