

ISSN (P): (2580-8656)
ISSN (E): (2580-3883)

LEGAL STANDING
JURNAL ILMU HUKUM

Vol.4 No.1, Maret 2020

**THEORETICAL STUDY OF LEGAL PROTECTION FOR
CREDITORS IN THE OPEN SAVINGS ACCOUNT STANDARD AGREEMENT
IN BANKS IN INDONESIA**

Dauri

Assistant Researcher in Study Center of Public Policy and Human Rights (PKKP-
HAM)
dauri170996@gmail.com

Nadya Waliyyatunnisa

Students Master of Law, University of Lampung
waliyyatun72@gamil.com

Retias Dewi Jayanti

Legal Expert Staff and Contract Design at the Hospital Abeloel Moeloek Lampung
retiyasdewij123@gmail.com

Abstract

This study aims to examine the legal protection of creditors against standard savings bookkeeping agreements at the Bank. With the enactment of Law Number 8 of 1999 concerning Consumer Protection, the customer or customer gets legal protection. To be a customer at a bank, the community must first be bound in a legal relationship with the bank. The legal relationship between the customer and the bank occurs after both parties sign an account opening form as proof that the customer has agreed and is willing to fulfill the terms and conditions proposed by the bank. Customers who deposit their money in the bank expect profit, security and convenience, therefore there must be protection provided by the bank to depositors. The problem that will be discussed in this research is how the form of legal protection for creditors against the standard agreement to open a savings account at a bank. The method used in this study is a type of normative juridical research or literature review or documents related to the problem. Based on the results of the study the authors found that the form of legal protection for deposit customers against the exoneration clause in the form of opening a savings account at a commercial bank is one of the government's efforts to protect consumers against businesses in the financial services sector. Financial Services Authority Regulation Number:1/POJK.07/2013 concerning Consumer Protection The Financial Services Sector is able to put the position of consumers of financial services in balance with financial service players, but in practice banks still apply the exoneration clause.

Keywords: *Customer, Standard Agreement, and Legal Protection.*

A. INTRODUCTION

The rapid competition in the banking business for collecting public funds has led to an increasing number of people's choices of savings products launched by each banks, to attract the public's interest in using bank savings product services, however, with the various facilities attached to these types of savings products, this has resulted in costs which are also borne by depositors.

Banking business activities have three types of business activities, namely raising funds, distributing funds and providing other services. The main business activities of banks in the form of withdrawing funds from the public in the form of deposits and redistribute them back to the community in the form of credit make it full of arrangements both through the laws in the banking sector itself and other related legislation. The banking industry is one industry that is loaded with regulations (highly regulated industry) because it is related to the services and management of funds and the trust of customers who place their funds in banks.¹ The increasing complexity of the development of bank business activities has an impact on the increasing development of information technology, globalization and financial market integration, which in turn will also have an impact on the risk exposure faced by banks.

Banks in carrying out their activities, must have consumers. Customers in the Banking Act are parties who use bank services. The position of customers in relation to banking services, are in two positions that can take turns according to which side they are on. In terms of raising funds, the customer who saves funds in the bank either as a saver or a buyer of securities. Meanwhile, in terms of channeling funds, the borrowing customer is a debtor and the bank as a creditor.²

One of the main functions of a bank is to collect funds from the public in the form of deposits. Deposits are funds entrusted by the public to banks based on fund storage agreements in the form of demand deposits, certificates of deposit, savings and or other forms equivalent. To be a customer at a bank, the public must first be

¹ Sri Magfirah Indriani, dkk. *Perlindungan Hukum Terhadap Nasabah Bank Dalam Penyalahgunaan Deposit Berjangka (Studi Kasus Commonwealth Bank Cabang Palembang Putusan Nomor 59/Pdt.G/2013/PN.PLG)*, Diponegoro Law Journal, Volume,5, Nomor,4, Edisi-Desember, Tahun 2016, hlm.13.

² Wafiya. *Perlindungan Hukum Bagi Nasabah Yang Mengalami Kerugian Dalam Transaksi Perbankan Melalui Internet*, Kanun Jurnal Ilmu Hukum, Volume, XIV, Nomor, 56, Edisi-April, Tahun 2012, hlm. 48-53.

bound in a legal relationship with the bank. The legal relationship between the customer and the bank occurs after both parties sign an account opening form as proof that the customer has agreed and is willing to fulfill the terms and conditions proposed by the bank.

The form is binding on the customer and the bank as parties of the agreement, therefore the customer and the bank must comply with these terms and conditions and carry it out properly. In the Account Opening Form, customers are required to fill in their identity in accordance with a valid identity card. In addition, in the deposit account opening form there are provisions regarding statements and approval to accept all terms and conditions set unilaterally and the terms of signing the documents that have been prepared earlier by the Bank. The terms and conditions set unilaterally by the bank in it often contain an exoneration clause (or exemption clause).

Exoneration clause means freeing a person or business entity from a claim or responsibility. This exoneration clause occurs at the wish of one party as outlined in an agreement individually or in bulk, which has been prepared in advance and is reproduced in the forms provided by the bank. The exoneration clause in the deposit account opening form can be seen on the last page.³ The bank includes a one-sided requirement to include a clause stating that the bank is at any time allowed to accept or reject, cancel the application and or at any time close the business relationship with the customer without mentioning the reasons, in other words there is an agreement that the customer agrees to all unilateral decisions taken by banks to do that.

After completing and signing the deposit account opening form and fulfilling the procedures in accordance with the applicable provisions of the bank, it will create rights and obligations between the customer and the bank. The obligation of the bank to the depositing fund customer is to provide funds deposited by the customer if the customer will withdraw funds and guarantee the confidentiality of the customer's

³ Satrio Pradana Devanto dan Munawar Kholil, *Perlindungan Hukum Nasabah Dalam Transaksi Melalui Internet Banking (Studi di PT. Bank Pembangunan Daerah Jawa Timur Tbk.)*, Jurnal Privat Law, Volume, 6. Nomor,1, Edisi- Januari, Tahun 2018, hlm. 143-153.

identity along with the funds deposited in the bank, except when laws and regulations specify otherwise.⁴

Customers who deposit their money in the bank expect profit, security and convenience, therefore there must be protection provided by the bank to depositors. In this case the government has issued Law No. 8 of 1999 concerning Consumer Protection and in the banking sector (Consumer Protection Act), the Financial Services Authority (OJK) issued OJK Regulation Number 1 / POJK.07 / 2013 concerning Consumer Protection in the Financial Services Sector. OJK prohibits banks from enforcing standard agreements that burden customers and banks are required to fulfill balance, fairness and fairness in making agreements with consumers.

Considering the weak position of consumers in general in this case is saving customers in banks compared to the position of producers, namely banks that are stronger in many ways, the discussion of consumer protection will always feel actual and is always important to study. Based on the description above, the authors are interested in knowing, understanding and analyzing savings account opening forms, and reviewing legal protection for creditors' customers. The problem that will be discussed in this paper is a form of legal protection for depositors (creditors) against standard agreements on opening a savings account.

B. RESEARCH METHODS

This research is a study using normative juridical studies or literature studies.⁵ Literature review or literature research is research that examines, critically reviews or reviews a knowledge, ideas, ideas or findings contained in an academic-oriented literature, and formulates and constructs contributions theoretical and methodological for a particular topic. The focus of the literature review is to find various ideas, principles, propositions, theories, or laws that are used to examine and analyze in an effort to answer the research questions that are formulated. The method of analysis in research with the study of this literature is descriptive analysis, namely

⁴ Azka Cahya Arnanta, *Perlindungan Hukum Nasabah Berkaitan Dengan E-Banking (Studi Kasus di Bank CIMB Niaga Gladag Surakarta)*, Skripsi pada Program Studi Ilmu Hukum, Fakultas Hukum, Universitas Muhammadiyah Surakarta, 2019, hlm. 40.

⁵ David Y. Wonok, *Perlindungan Hukum Atas Hak-Hak Nasabah Sebagai Konsumen Pengguna Jasa Bank Terhadap Risiko Yang Timbul Dalam Penyimpangan Dana*, Jurnal Ilmu Hukum, Volume, 1, Nomor, 2, Edisi-April-Juni, Taun 2013, hlm. 59-69.

interpretation of ideas or information / data carried out regularly and then given a clear explanation so that it can be understood properly.

C. RESULTS AND DISCUSSION

1. The Form of Legal Protection for Savings Customer on Open Savings Account Standards Agreement in Indonesia.

Consumer legal protection is the main form of protection because it is based on the idea that law as a means that can accommodate the interests and rights of consumers comprehensively.⁶ In addition, the law has a force of force that is recognized officially, so that it can be implemented permanently. The protection provided to consumers varies, in the form of economic, social and political protection. Consumer protection law is a regulation that contains everything regarding consumer protection. Including the rights of legal subjects related to protection. With the inclusion of legal rights (legal rights), means there is a guarantee that certain legal subjects have rights protected by law.⁷

Sutan Remmy Sjahdeini stated that the standard agreement is an agreement that almost all of the clauses have been standardized by the wearer and other parties basically do not have the opportunity to negotiate or ask for changes, which have not been standardized but only a few things, for example concerning the type, price, amount, color, place, time, and several other specific things of the promised object, in other words, what is standardized is not the agreement form but its clauses.

Standard savings account opening agreements have been printed out in the form of an account opening application form which contains various provisions regarding the identity of prospective customers and the requirements to become a customer of the Bank. The characteristics of standard agreements are.⁸

- a. Written forms
- b. Format of agreements is standardize

⁶ Soerjono Soekanto, *Pengantar Penelitian Hukum*, Universitas Indonesia Press, Jakarta, 2014, hlm. 7.

⁷ Wahyu Sasongko. *Ketentuan-Ketentuan Pokok Hukum Perlindungan Konsumen*. Penerbit Unila. Bandar Lampung. 2007. hlm. 30-31

⁸ Cesar, B.D, Mantiri, *Implikasi Hukum dari Perjanjian Anatra Bank Dengan Nasabah Dalam Transaksi E-Banking Ditinjau Dari Perspektif Perjanjian baku*, Jurnal Lex Privatum, Volume, VI, Nomor, 8, Edisi-Oktober, TaHun 2018, hlm. 15-20.

- c. Conditions of the agreement made by Banks
- d. Customer have to accept it or not
- e. Dispute resolution through negotiation
- f. Standards agreement is profitable for Banks

Munir Fuady said that a standard contract is a written contract made only by one of the parties to the contract, often even the contract has been printed (boilerplate) in the form of certain forms by one of the parties, in this case when the contract was signed generally the parties only fill in certain informative data with little or no change in their clauses, where the other parties to the contract have no opportunity or only a small chance to negotiate or amend the clauses made by either party, so usually the standard contract is very one-sided.⁹

The existence of saving customers is very important for the Bank, even competition between banks by offering various facilities and facilities to attract customers, given the importance of customers to the bank, then the bank should think about the form of legal protection for customers, because customers who feel protected will become loyal and continue to utilize banking services for all financial transaction activities. The existence of legal protection for customers as consumers in the banking sector is important, because based on the results of research the authors conducted the position between the parties, is not balanced because the standard agreements made in the form of deposit account opening application forms are not possible to negotiate between the customer and the bank.

2. The Form of Standard Agreement Clause in the Form of Application for Savings Account Opening Form.

The inclusion of clauses in the standard agreement in the form of application for opening a deposit account at a Bank should be a partnership effort, because both the bank as the debtor and the customer as the creditor both need each other in an effort to develop their respective businesses.¹⁰ On the other hand, a court which is a third party in resolving disputes between banks and creditors' customers can assess whether the efforts made by both parties are in accordance

⁹ Munir Fuady, "Hukum Kontrak Dari Sudut Pandang Hukum Bisnis", hlm 76.

¹⁰ Mu'adil Faizin, *Klausula Eksonerasi Pada Perjanjian Baku Dalam Perspektif Hukum Islam*, Jurnal Institut Agama Islam Negeri, Metro, Volume, 2, Nomor, 2, Tahun 2018, hlm. 50-63.

with what was agreed upon and do not violate the statutory provisions. Ahmadi Miru in his dissertation entitled Principles of Legal Protection for Consumers in Indonesia stated that the balance between consumers and business actors can be achieved by increasing consumer protection because producers have a stronger position when compared to consumers.¹¹

The form is related to the source and destination of the customer's funds. This was reinforced by A. Karim Gusani who explained that in order to minimize the use of banks as a means of money laundering and terrorism financing, a greater role than before was needed by implementing an optimal and effective APU and PPT Program. The application of the AML and CFT program by banks is not only important for eradicating money laundering, but also to support the application of prudential banking that can protect banks from various risks that may arise including legal risk, reputation risk and operational risk, therefore to encourage and support one such program is the existence of the exoneration clause.

Along with the security program, the Bank may not be able to open customer data immediately, this is related to customer data which is a confidential Bank. The bank is obliged to maintain the confidentiality of its data and storage. Bank secrecy is one of the ways banks guarantee customer funds. Customer funds which are now guaranteed under the law are only specifically for depositing customers and their deposits. The bank is expected to maintain strict adherence to bank secrets. The parties in question include members of the board of commissioners, directors, employees and affiliated parties. The intended party is expected to be able to maintain the good name of a bank institution that is domiciled as a trust institution.

Bank secrecy itself is one of the obligations that must be carried out by the bank. The obligation to maintain confidentiality is not absolute. Because there are exceptions for the Bank opening the secrecy of the Bank. However, there are special reasons that are the main conditions in opening the secrecy of the bank. This is adjusted to the law's order to keep confidential and open the bank secrecy.

¹¹ Ahmadi Miru. *Prinsip-Prinsip Perlindungan Hukum Bagi Konsumen Di Indonesia*. PT RajaGrafindo. Jakarta. 2011. hlm. 215.

At present Law No. 7 of 1992 has undergone a partial but concrete change.¹²

In connection with the bank's obligation to maintain bank secrecy, it is affirmed in Article 40 paragraph (1) of Law Number 10 of 1998 concerning amendments to Law Number 7 of 1992 concerning Banking, emphasizing that banks are required to keep information regarding their deposit customers and deposits, except in the case of as referred to in Article 41, Article 41A, Article 42A, Article 43, Article 44 and Article 44A. Through the affirmation of this Article it can be seen that, currently the banking Act only protects depositing customers and deposits, for exceptions regarding the disclosure of bank secrets there are additional changes in the form of settlement of state auction receivables, requests, approvals or power of attorney from customers and relating to inheritance.

The Banking Act does not absolutely cover all access to information without any exceptions. Through the description of the provisions above it is known that the regulation is excluded for several reasons and specific purposes. Based on this law, the provisions regarding the disclosure of bank secrets can be opened if it relates to taxes, judiciary, civil cases between the bank and its customers and in the context of exchanging bank information. As long as it is not mentioned in the exception, the information cannot be opened for any reason.

Back to the issue related to the exoneration clause, in the SEOJK on Standard Agreement and POJK on Consumer Protection, it is stated that the prohibited Standard Agreement is an agreement that includes matters such as stating authorization from consumers to PUJK, both directly and indirectly, to do everything unilateral actions on goods that are placed as collateral by consumers, unless such unilateral actions are carried out based on statutory regulations.

Consumer protection can be done through protection by law. The purpose of consumer protection can be seen from various aspects such as aspects of subjects, objects, and transactions that occur between consumers and business actors and

¹² Hendrik Agus Setiawan, dkk. *Perlindungan Nasabah Terkait Praktik Pembukaan Rahasia Bank Oleh Pegawai Bank Dalam Proses Penegakan Hukum Tindak Pidana Pencucian Uang Dihubungkan Dengan Asas Kepastian Hukum*, Jurnal Hukum dan Pembangunan, Fakultas Hukum, Universitas Indonesia, Volume, 48, Nomor, 3, Tahun 2018, 631-634.

other parties.¹³ Under these conditions the Consumer Protection Act provides provisions regarding the inclusion of standard clauses, namely as contained in Article 18 of the UUPK as follows:¹⁴

1. Business actors in offering goods and/or services intended for trading are prohibited from making or including standard clauses on each document and/or agreement if:
 - a. declare the transfer of responsibilities of business actors;
 - b. declare that the business actor has the right to refuse to return the goods purchased by consumers;
 - c. state that the business actor has the right to refuse to return the money paid for goods and/or services purchased by consumers;
 - d. declare authorization from consumers to business actors both directly and indirectly to carry out all unilateral actions relating to goods purchased by consumers in installments;
 - e. regulate proof of loss of use of goods or use of services purchased by consumers;
 - f. granting business actors the right to reduce the benefits of services or reduce the assets of consumers who are the object of buying and selling services;
 - g. declare that consumers are subject to regulations in the form of new, additional, advanced and / or continued changes made unilaterally by business actors in the period consumers consume the services they have purchased;
 - h. stating that the consumer authorizes the business actor for the imposition of mortgage rights, liens, or guarantee rights on goods purchased by consumers in installments.
2. Business actors are prohibited from including standard clauses whose location or form is difficult to see or cannot be read clearly, or whose disclosures are difficult to understand.

¹³ Wahyu Sasongko. *Op Cit.* hlm. 29.

¹⁴ Arfian Setiantoro, dkk. *Urgensi Perlindungan Hukum Konsumen dan Penyelesaian Sengketa E-Commerce di Era Masyarakat Ekonomi ASEAN*, Jurnal Rechts Vinding, Volume, 7. Nomor, 1. Edisi-April, Tahun 2018, hlm. 1-3.

3. Every standard clause that has been determined by a business actor on documents or agreements that meet the provisions referred to in paragraphs 1 and 2 is declared null and void.

4. Business actors must adjust standard clauses that are in conflict with this Law.

Business actors who violate the provisions of Article 18 UUPK, are threatened with a maximum prison sentence of five years or a maximum fine of Rp. 2,000,000,000.00 (two billion rupiah). This provision is regulated in Article 62 paragraph (1) which states: Business actors who violate the provisions referred to in Article 18 are sentenced to a maximum of 5 (five) years imprisonment or a maximum fine of Rp. 2,000,000,000.00 (two billion rupiah). On the contrary, of course business actors cannot be blamed or prosecuted if the business actor uses a standard clause in accordance with the provisions of Article 18 of the UUPK.

It seems that the Lawmakers intend to create equality and balance between business actors and consumers in relation to the inclusion of the standard clause, in accordance with the principle of freedom of contract, however from the provisions in Article 18 the UUPK referred to frequently occurring violations in the savings account opening form imposed by banks general, it means that although the provisions regarding standard clauses have been regulated in the UUPK, in reality there are often violations in making deposits account opening forms as described above, namely there are still many clauses in deposit account opening forms that conflict with the Law Consumer Protection and POJK Number: 1/POJK.07/2013 concerning Consumer Protection in the Financial Services Sector.

Protection for customers as consumers is not only through the UUPK, but more specifically on banking regulations, including, First, POJK Number: 1/POJK.07/2013 concerning Consumer Protection in the Financial Services Sector. Article 21 states: "Financial Service Providers must fulfill balance, fairness and fairness in making agreements with Consumers".

Furthermore, articles 22 states:

(1) In the event that a Financial Services Business Actor uses a standard agreement, the standard agreement must be prepared in accordance with statutory regulations.

- (2) Standard agreements as referred to in paragraph (1) may be in the form of digital or electronic to be offered by Financial Services Business Actors through electronic media
- (3) Standard agreements as referred to in paragraph (2) used by Financial Service Business Actors are prohibited from:
 - a. declare the transfer of PUJK responsibilities or obligations to consumers;
 - b. state that PUJK has the right to refuse refunds that have been paid by consumers for products and / or services purchased;
 - c. declare authorization from consumers to PUJK, both directly and indirectly, to carry out all unilateral actions on goods pledged by consumers, unless such unilateral actions are carried out based on statutory regulations;
 - d. obliging Consumers to prove the argument of PUJK stating that the loss of the use of products and/or services purchased by consumers is not the responsibility of PUJK;
 - e. grants PUJK the right to reduce the use of products and/or services or reduce the consumer assets that are the object of the product and service agreement;
 - f. declare that the Consumer is subject to new, additional, advanced and/or amendments made unilaterally by PUJK during the period the consumer utilizes the product and / or service purchased;
 - g. and/or states that consumers authorize PUJK for the imposition of mortgage, lien rights, or guarantee rights for products and / or services purchased by consumers in installments.

In order for the Bank to implement POJK, it is intended that the OJK also issues a circular, namely SEOJK Number: 13/SEOJK.07/2014 concerning the Standard Agreement. The regulation on the use of conditions in making standard agreements is one of the government's efforts to protect consumers against business actors in the field of financial services. In an effort to realize a welfare state, especially consumers from a position that was previously subordinate to balanced, the government through the Financial Services Authority Regulation Number: 1/POJK.07/2013 concerning Consumer Protection in the Financial

Services Sector is able to place the position of consumers of financial services to be balanced with financial service actors, but in its implementation the bank still applies this clause. Therefore, active supervision by OJK on banks that are still implementing this needs to be continued and the imposition of sanctions as stipulated in the POJK must be enforced, namely as contained in Article 53 paragraph (1) which reads:

Financial Services Business Actors and / or parties who violate the provisions in this Financial Services Authority Regulation are subject to administrative sanctions, including but not limited to:

- a. Written warning;
- b. Fines, namely obligations to pay a certain amount of money;
- c. Limitation of business activities;
- d. Suspension of business;
- e. And Revocation of business activity permit.

However, to impose sanctions on Financial Service Providers (PUJK) related to the application of standard agreements that contain exoneration clauses, OJK should make a standard agreement format that can be applied by banks, so that in the imposition of sanctions there is also no debate. Related to making the standard agreement format can be made by the FSA as an authority. Obligations of Financial Institutions (banks) are not only related to the contents of the agreement, but OJK also regulates the obligations of banks to carry out education as stated in Article 14 which reads:

1. Financial Service Institutions are obliged to organize education in order to increase financial literacy to consumers and/or the public.
2. The education implementation plan as referred to in paragraph (1) must be prepared in an annual program and reported to the Financial Services Authority.
3. Further provisions regarding the plan for organizing education as referred to in paragraph (2) are regulated in the Financial Services Authority Circular Letter.

Second, POJK Number: 1/POJK.07/2014 concerning Alternative Institutions for Dispute Resolution in the Financial Services sector. This POJK regulates alternative institutions for dispute resolution of financial service sector

consumers. Alternative dispute resolution institutions are institutions that conduct dispute resolution outside the court. In carrying out their duties, alternative dispute institutions based on the principle of justice as contained in Article 7, namely:

- (1) Alternative dispute resolution institutions have rules in making decisions, with the following conditions:
 - a. the mediator actually acts as a facilitator in order to bring together the interests of the parties to the dispute to obtain a settlement agreement;
 - b. adjudicators and arbitrators are prohibited from making decisions based on information that is not known to the parties;
 - c. and the adjudicator and the arbiter are required to provide written reasons in each decision.
- (2) Alternative Dispute Resolution Institutions provide written reasons for refusing requests for dispute resolution from consumers from / or Financial Services Institutions.

Article 11 paragraph (1) states that: "if an alternative dispute resolution institution has not yet been established, the consumer can submit a request for dispute resolution facilitation to the OJK". Dispute facilitation by the OJK is carried out in accordance with the provisions in the OJK Regulation governing Consumer Protection in the Financial Services Sector, namely POJK Number: 1/POJK.07/2013 concerning Consumer Protection in the Financial Services Sector which governs facilitation procedures, as stated in Article 40 as follows:

- (1) Consumers can submit complaints that indicate disputes between Financial Service Business Actors and consumers with the Financial Services Authority.
- (2) Consumers and / or the public can submit complaints that indicate violations of the provisions of the legislation in the financial services sector to the Financial Services Authority.
- (3) Complaints as referred to in paragraph (1) and paragraph (2) shall be submitted to the Financial Services Authority, in this case Members of the Board of Commissioners in charge of consumer education and protection.

Based on the statutory provisions as mentioned above, related to the protection of creditors' customers, banks must be more careful and must immediately adjust the contents of the opening account deposit form so as not to conflict with the UUPK and POJK concerning Consumer Protection in the Financial Services Sector. The protection can be described as follows:

- a. Based on the Civil Code it is explained that each party entering into an agreement is free to make an agreement as long as the contents of the agreement do not conflict with applicable legal principles, do not violate decency and public order. The problem of civil liability for negligence or errors that occur in the bank can be related to the management of the bank. Based on this, the bank is responsible for losses incurred by its management.
- b. Based on UUPK No. 8 of 1999, that business actors who violate are threatened with criminal penalties and fines.
- c. In POJK Number: 1/POJK.07/2013 concerning Consumer Protection of the Financial Services Sector, it is clear that if a financial services business actor and / or party who violates the provisions in this Financial Services Authority Regulation is subject to administrative sanctions.
- d. POJK Number: 1/POJK.07/2013 concerning Consumer Protection of the Financial Services Sector is able to place the position of consumers of financial services to be balanced with financial service players, but in its implementation the bank still applies the exoneration clause.
- e. POJK Number: 1/POJK.07/2014 concerning Alternative Institutions for Dispute Resolution in the Financial Services sector, governs alternative institutions for dispute resolution of financial service sector consumers, if alternative dispute resolution institutions have not yet been formed, then consumers can submit requests for facilitation of settlement to OJK.

Things that must be considered by the bank to eliminate or at least minimize the occurrence of losses for customers because they have to apply the form of opening a savings account in the form of a standard agreement, including:

- 1) Give sufficient warning to creditors' customers of the existence and entry into force of important clauses in the agreement.

- 2) Notifications are made before or at the time of signing the deposit account opening form.
- 3) Formulated in clear words and sentences.
- 4) Provide sufficient opportunities for creditor customers to find out the contents of the agreement.

Good cooperation between the bank and the customer, especially in the case of a standard agreement regarding the opening of a savings account, is expected to further optimize legal protection for customers.

D. CONCLUSION

Based on the explanation contained in the results and discussion, the conclusions in this study are: Banking business activities have three types of business activities, namely raising funds, channeling funds and providing other services. The main business activities of banks in the form of withdrawing funds from the public in the form of deposits and channeling them back to the community in the form of credit make it full of arrangements both through the laws in the banking sector itself and other related legislation. The banking industry is one industry that is loaded with regulations because it is related to the services and management of funds and the trust of customers who place their funds in banks. The form of legal protection for deposit customers against the exoneration clause contained in the form of opening a savings account at a commercial bank is one of the government's efforts to protect consumers against businesses in the financial services sector. Financial Services Authority Regulation Number: 1/POJK.07/2013 concerning Consumer Protection the Financial Services Sector is able to put the position of consumers of financial services in balance with financial service players, but in practice banks still apply this clause. The advice that can be given by the author is in law enforcement of consumer protection must be truly implemented and in the implementation must be able to provide benefits for consumers.

E. BIBLIOGRAPHY

Books:

Ahmadi Miru. 2011. *Prinsip-Prinsip Perlindungan Hukum Bagi Konsumen Di Indonesia*. PT Raja Grafindo. Jakarta.

- Fuady. Munir. 2000 . “*Hukum Kontrak Dari Sudut Pandang Hukum Bisnis*”.
- Sasongko. Wahyu. 2007. *Ketentuan-Ketentuan Pokok Hukum Perlindungan Konsumen*. Penerbit Unila. Bandar Lampung.
- Soekanto. Soerjono. 2014. *Pengantar Penelitian Hukum*, Universitas Indonesia Press, Jakarta.

Journal/Article:

- Arfian Setiantoro, dkk. *Urgensi Perlindungan Hukum Konsumen dan Penyelesaian Sengketa E-Commerce di Era Masyarakat Ekonomi ASEAN*, Jurnal Rechts Vinding, Volume, 7. Nomor, 1. Edisi-April, Tahun 2018, hlm. 1-3.
- Azka Cahya Arnanta, *Perlindungan Hukum Nasabah Berkaitan Dengan E-Banking (Studi Kasus di Bank CIMB Niaga Gladag Surakarta)*, Skripsi pada Program Studi Ilmu Hukum, Fakultas Hukum, Universitas Muhammadiyah Surakarta, 2019, hlm. 40.
- Cesar, B.D, Mantiri, *Implikasi Hukum dari Perjanjian Anatra Bank Dengan Nasabah Dalam Transaksi E-Banking Ditinjau Dari Perspektif Perjanjian baku*, Jurnal Lex Privatum, Volume, VI, Nomor, 8, Edisi-Oktober, Tahun 2018, hlm. 15-20.
- David Y. Wonok, *Perlindungan Hukum Atas Hak-Hak Nasabah Sebagai Konsumen Pengguna Jasa Bank Terhadap Risiko Yang Timbul Dalam Penyimpangan Dana*, Jurnal Ilmu Hukum, Volume, 1, Nomor, 2, Edisi-April-Juni, Taun 2013, hlm. 59-69.
- Desy Ary Styawati, *Perlindungan Bagi Hak Konsumen dan Tanggungjawab Pelaku Usaha Dalam Perjanjian Transaksi Elektronik*, Law Journal, Volume, 1, Nomor, 3, Edisi-Desember, Tahun 2017, hlm. 33-49.
- Hendrik Agus Setiawan, dkk. *Perlindungan Nasabah Terkait Praktik Pembukaan Rahasia Bank Oleh Pegawai Bank Dalam Proses Penegakan Hukum Tindak Pidana Pencucian Uang Dihubungkan Dengan Asas Kepastian Hukum*, Jurnal Hukum dan Pembangunan, Fakultas Hukum, Universitas Indonesia, Volume, 48, Nomor, 3, Tahun 2018, 631-634.

- Mu'adil Faizin, *Klausula Eksonerasi Pada Perjanjian Baku Dalam Perspektif Hukum Islam*, Jurnal Institut Agama Islam Negeri, Metro, Volume, 2, Nomor, 2, Tahun 2018, hlm. 50-63.
- Satrio Pradana Devanto dan Munawar Kholil, *Perlindungan Hukum Nasabah Dalam Transaksi Melalui Internet Banking (Studi di PT. Bank Pembangunan Daerah Jawa Timur Tbk.)*, Jurnal Privat Law, Volume, 6. Nomor,1, Edisi- Januari, Tahun 2018, hlm. 143-153.
- Sri Magfirah Indriani, dkk. *Perlindungan Hukum Terhadap Nasabah Bank Dalam Penyalahgunaan Deposit Berjangka (Studi Kasus Commonwealth Bank Cabang Palembang Putusan Nomor 59/Pdt.G/2013/PN.PLG)*, Diponegoro Law Journal, Volume,5, Nomor,4, Edisi-Desember, Tahun 2016, hlm.13.
- Wafiya. *Perlindungan Hukum Bagi Nasabah Yang Mengalami Kerugian Dalam Transaksi Perbankan Melalui Internet*, Kanun Jurnal Ilmu Hukum, Volume, XIV, Nomor, 56, Edisi-April, Tahun 2012, hlm. 48-53.