

Perlindungan Hukum terhadap Nasabah Perbankan yang Tidak Menerima Dananya dan Saldo dalam Rekening Tetap Terdebet pada Saat Melakukan Transaksi Tarik Tunai melalui Mesin Anjungan Tunai Mandiri (ATM) = Legal Protection towards Banking Customers in the Event Funds Not Being Received and Balance on Current Account Remains Debited during Cash Transactions through Automated Teller Machine (ATM)

Maya Narzalina, author

Deskripsi Lengkap: <https://lib.ui.ac.id/detail?id=20389029&lokasi=lokal>

Abstrak

[ABSTRAK

Tesis ini membahas mengenai perlindungan hukum terhadap nasabah perbankan yang ketika melakukan transaksi tarik tunai melalui mesin Anjungan Tunai Mandiri/Automated Teller Machine (ATM) tidak menerima dananya namun saldo dalam rekening tetap terdebet. Tujuannya adalah untuk mengetahui bagaimana perlindungan hukum terhadap nasabah yang mengalami kasus semacam itu dan apakah peraturan perundang-undangan yang mengatur masalah tersebut telah memadai atau belum. Data yang digunakan dalam Tesis ini mencakup data primer, yaitu data yang diperoleh di lapangan, yaitu hasil survey terhadap nasabah suatu bank, wawancara dengan para informan dan data sekunder berupa data yang diperoleh dari penelitian kepustakaan termasuk peraturan perundang-undangan yang berlaku sebagai hukum positif. Setelah data-data terkumpul, permasalahan diuraikan secara deskriptif analitis, dengan pengolahan dan analisis data dilakukan secara normatif kualitatif. Kualitatif, artinya diuraikan menurut mutu, sifat, gejala, dan peristiwa hukum yang berlaku dalam kenyataan sebagai data primer yang kemudian ditautkan secara normatif dengan data sekunder. Setelah dilakukan analisis terhadap data-data primer dan sekunder maka dapat diketahui bahwa pada dasarnya hukum positif yang mengatur mengenai ATM sebagai salah satu alat pembayaran menggunakan kartu (APMK) sudah cukup banyak yang diterbitkan oleh Bank Indonesia, dari sisi ketentuan perizinan penyelenggara APMK, transparansi informasi produk, manajemen risiko penggunaan teknologi, perlindungan konsumen, dan penyelesaian pengaduan nasabah. Selain itu, Otoritas Jasa Keuangan (OJK) juga telah menerbitkan peraturan untuk melindungi nasabah, juga undang-undang di bidang informasi dan transaksi elektronik. Namun ternyata masih banyak pelanggaran yang dilakukan oleh bank yang merugikan nasabah. Pelanggaran tersebut dimulai dari bentuk perjanjian antara pembukaan rekening yang merupakan perjanjian yang memuat klausula-klausula baku yang dilarang oleh regulasi sektor perbankan dan perlindungan konsumen, manajemen risiko terutama risiko penggunaan teknologi informasi yang tidak dijaga keandalannya, pembuktian yang sulit dan penanganan dan penyelesaian

pengaduan nasabah yang masih kurang memuaskan nasabah, hingga tidak adanya ganti rugi terhadap kerugian baik materil maupun immateril dari bank kepada nasabah.

ABSTRACT

This thesis discusses the legal protection of banking customers who withdraws cash through the Automated Teller Machine (ATM) but does not receive the funds, yet the balance in the account remains debited. The objectives are to explore the legal protection towards the customers with such cases and whether the laws governing the problem are adequate or not. The data used in this thesis include primary data, i.e. data obtained in the field, the results of a survey of banking customers, interviews with informants, and secondary data from laws being in force as positive law and literature research. Once the data collected, the problems were described in a descriptive analysis approach and the data were processed and analyzed in qualitative normative method. Qualitative normative means describing the primary data by the quality, nature, symptoms, and the legal occurrence in reality and then connecting it with the secondary data. After the analysis of the primary and secondary data, it can be seen that basically, the positive law governing ATM as one of the payment method using card (Alat Pembayaran Menggunakan Kartu, APMK) are already sufficiently issued by Bank of Indonesia, in regards to the licensing requirements of APMK issuers, transparency of information products, the use of technology risk management, consumer protection, and the settlement of customer complaints. In addition, Financial Services Authority (Otoritas Jasa Keuangan, OJK) has also issued regulations to protect the customers, as well as legislation in the field of information and electronic transactions. But there are still many violations committed by the bank, in which have injured the customers rights. The violation begins from the format of the agreement upon applying for a bank account which is an agreement containing standardized clauses prohibited by the banking sector regulation and consumer protection; lack of risk management, and particularly the risk arise upon the use of information technology with unattended reliability; verification difficulty; and customer complaints handling and settlement that are still not satisfactory to the customers, also the absence of compensation for material and immaterial damages from the bank to the customers.;

This thesis discusses the legal protection of banking customers who withdraws cash through the Automated Teller Machine (ATM) but does not receive the funds, yet the balance in the account remains debited. The objectives are to explore the legal protection towards the customers with such cases and whether the laws governing the problem are adequate or not. The data used in this thesis include primary data, i.e. data obtained in the field, the results of a survey of banking customers, interviews with informants, and secondary data from laws being in force as positive law and literature research. Once the data collected, the problems were described in a descriptive analysis approach and the data were

processed and analyzed in qualitative normative method. Qualitative normative means describing the primary data by the quality, nature, symptoms, and the legal occurrence in reality and then connecting it with the secondary data. After the analysis of the primary and secondary data, it can be seen that basically, the positive law governing ATM as one of the payment method using card (Alat Pembayaran Menggunakan Kartu, APMK) are already sufficiently issued by Bank of Indonesia, in regards to the licensing requirements of APMK issuers, transparency of information products, the use of technology risk management, consumer protection, and the settlement of customer complaints. In addition, Financial Services Authority (Otoritas Jasa Keuangan, OJK) has also issued regulations to protect the customers, as well as legislation in the field of information and electronic transactions. But there are still many violations committed by the bank, in which have injured the customers rights. The violation begins from the format of the agreement upon applying for a bank account which is an agreement containing standardized clauses prohibited by the banking sector regulation and consumer protection; lack of risk management, and particularly the risk arise upon the use of information technology with unattended reliability; verification difficulty; and customer complaints handling and settlement that are still not satisfactory to the customers, also the absence of compensation for material and immaterial damages from the bank to the customers., This thesis discusses the legal protection of banking customers who withdraws cash through the Automated Teller Machine (ATM) but does not receive the funds, yet the balance in the account remains debited. The objectives are to explore the legal protection towards the customers with such cases and whether the laws governing the problem are adequate or not. The data used in this thesis include primary data, i.e. data obtained in the field, the results of a survey of banking customers, interviews with informants, and secondary data from laws being in force as positive law and literature research. Once the data collected, the problems were described in a descriptive analysis approach and the data were processed and analyzed in qualitative normative method. Qualitative normative means describing the primary data by the quality, nature, symptoms, and the legal occurrence in reality and then connecting it with the secondary data. After the analysis of the primary and secondary data, it can be seen that basically, the positive law governing ATM as one of the payment method using card (Alat Pembayaran Menggunakan Kartu, APMK) are already sufficiently issued by Bank of Indonesia, in regards to the licensing requirements of APMK issuers, transparency of information products, the use of technology risk management, consumer protection, and the settlement of customer complaints. In addition, Financial Services Authority (Otoritas Jasa Keuangan, OJK) has also issued regulations to protect the customers, as well as legislation in the field of information and electronic transactions. But there are still many violations committed by the bank, in which have injured the customers rights. The violation

begins from the format of the agreement upon applying for a bank account which is an agreement containing standardized clauses prohibited by the banking sector regulation and consumer protection; lack of risk management, and particularly the risk arise upon the use of information technology with unattended reliability; verification difficulty; and customer complaints handling and settlement that are still not satisfactory to the customers, also the absence of compensation for material and immaterial damages from the bank to the customers.]