

Perlindungan nasabah atas pencantuman klausula baku yang dilarang oleh Undang-Undang Perlindungan Konsumen di dalam perjanjian pembukaan deposito : studi kasus putusan Badan Penyelesaian Sengketa Konsumen Kota Yogyakarta Nomor 15/Abs/BPSK-Yk/VIII/2009 =  
Consumer protection from standard clause inclusion that prohibited by Undang-Undang Perlindungan Konsumen in deposit opening agreement : case study judgement consumer dispute resolution Body Yogyakarta No. 15/Abs/BPSK-Yk/VIII/2009

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Abstrak

Masyarakat sering memanfaatkan jasa perbankan maka banyak hubungan yang terjadi antara masyarakat dan bank dengan perjanjian tertulis atau tidak tertulis. Namun nasabah atau calon nasabah tidak selalu memperhatikan klausula di dalam perjanjian tersebut telah ditetapkan terlebih dahulu oleh Bank. UUPK telah mengatur larangan penggunaan klausula tertentu di dalam perjanjian nasabah dan bank, tapi dalam prakteknya terdapat Bank yang mencantumkan klausula baku seperti melepas tanggungjawab atas kerugian yang dialami nasabah saat sedang atau setelah memanfaatkan jasa perbankan. Bank tidak bisa berlindung dengan perjanjian baku yang telah dibuat sebelumnya apabila klausula perjanjian tersebut mencantumkan hal-hal yang dilarang untuk dicantumkan oleh UUPK.

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People often using banking services, therefore lots of relations happen between individuals and banks, either in the form of written agreement or unwritten consent. However, customers or prospects are not always aware of the contents in the agreement whereas the clauses has already been provisioned by the bank. UUPK prohibits the usage of such particular clause in the mentioned above agreement, in common practice, there are banks that include prohibited clauses. One of the clause that is prohibited by UUPK to be included in the bank-customer agreement is "bank is not responsible for customer's loss while and/or after using the bank's services". In fact, Bank that cause loss to customers has to be responsible for customer's loss and can not protect itself using the standard clauses that has been made before by the bank, if such clauses are prohibited by UUPK to be included in the bank-customers agreement.