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## Consumer Protection Of Credit Card Using Customers According To Law Number 8 Of 1999

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### ARTICLE INFO

#### **Keywords :**

Legal Protection, Credit Card, Customer

#### **How To Cite :**

Jessica., Talib, M. C., Sarson, M. T. Z. (2019). Consumer Protection Of Credit Card Using Customers According To Law Number 8 Of 1999 *Estudiante Law Journal* 1 (2): 596-610

#### **DOI :**

### ABSTRACT

The purpose of this study is to determine the legal protection of credit card customers according to Law Number 8 of 1999. The type of research used is empirical legal research. While the sampling used purposive sampling and data analysis using a qualitative research approach. The results show that the times have changed society in conducting transactions, one of which is transactions using credit cards. According to research, the low level of customer knowledge regarding the use of credit cards has caused many customers to suffer losses, ranging from telephone fraud, terror committed by debt collectors, to data leaks by customers. Thus, the legal protection provided to protect customers is protection before the transaction and after the transaction. In addition to Bank Indonesia, Bank Indonesia also protects by issuing a Government Regulation for the operation of card-based payment instruments, other forms of protection are stated in the UUPK Article 45 Paragraph 1 and Paragraph 2. In addition, if there is a loss to the rights of the customer, the bank will also be responsible. by providing compensation, if it is proven that the bank made a mistake.

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## I. INTRODUCTION

### A. Background

Along with the times, this increasingly rapid technological development seems to have entered various aspects of human life, including influencing the way people conduct transactions. The effect of this technological development is changing the way people make transactions, from transactions using cash to non-cash transactions. There are several types of non-cash payments, one of which is payment using a credit card. Credit card crediting to Bank Indonesia Regulation NO.14/2/PBI/2012 is a means of payment using a card (APMK) which is useful for making payments for obligations arising from an economic activity including shopping transactions such as making cash withdrawals, where the *acquirer* or issuer will fulfill the cardholder's payment obligations in advance and the cardholder must make payments according to the agreed time, both payments in installments and repayments simultaneously (*change card*).<sup>1</sup> The advantage of using a credit card is that it avoids counterfeit money fraud and consumers don't have to carry large amounts of cash.

Bank Indonesia announced that until the end of 2018, data on the use of credit cards in non-cash transactions ranked third after electronic money and debit cards. According to data from AKKI (2020), the number of cards circulating in Indonesia increased significantly, from 2009, there were 12,259,295 credit cards in circulation until 2019 to 17,487,05. Then according to Bank Indonesia data, the total volume of credit card transactions in 2019 reached 319,535,688 with a transaction value of 314 trillion rupiahs

From the data above, it can be concluded that transactions using credit cards have now become part of today's society culture. Moreover, the existence of electronic media as a means of buying and selling and online transactions.<sup>2</sup> Online transactions using credit cards make it easier for customers to carry out various financial transactions. However, it must be remembered that because of the uniqueness, the security may not be clear, so it can cause problems in transactions. One of them is the problem of theft of customer data.

As we know, problems related to the use of *Electronic Funds Transfer services* between customers and the bank can be resolved by referring to the agreement between the two parties in accordance with provisions of the Consumer Protection Act. Consumer protection is all efforts that guarantee legal certainty to provide protection. The existence of Law Number 8 of 1999 is expected to increase

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<sup>1</sup>Indonesian Bankers Association, *Banking Credit Business* (Jakarta: PT Gramedia Pustaka Utama, 2015), p. 193.

<sup>2</sup>*Ibid.*

awareness, concern, and ability of consumers as well as to provide good protection for customers, including credit card customers.

Based on the results of interviews obtained from Bank BRI where cases related to theft of credit card data are very rare in the Gorontalo area, even if such cases occur, they will be reported directly to the head office for handling. However, based on data found through the website of the Supreme Court Decision Number 597/Pid.Sus/2018/PN Mlg that there was a legal event related to the theft of credit card data with the contents of the decision explaining that the defendant intentionally and without rights or against the law in any way changed the reduce, transmit, destroy, eliminate, transfer, hide, electronic information and/or electronic documents belonging to other people or the public. In addition, the defendant was sentenced to 1 year in prison minus the detention period, and the defendant was charged with a court fee of Rp. 5,000 (five thousand rupiah). This makes prospective researchers interested in conducting research with the title: "CONSUMER PROTECTION OF CREDIT CARD USING CUSTOMERS IN ONLINE TRANSACTIONS ACCORDING TO LAW NO. 8 OF 1999"

## **B. Formulation of the problem**

This paper formulate the problem of legal protection of credit card users according to Law Number 8 of 1999 and the responsibility of the issuing bank to the rights of customers who are harmed.

## **C. Research methods**

The type of research used is empirical legal research which examines human behavior from speech acts obtained through interviews and real actions obtained through direct observation. While the sampling used purposive sampling and data analysis using a qualitative research approach.<sup>3</sup>

## **II. DISCUSSION**

### **A. LEGAL PROTECTION OF CREDIT CARD USERS CUSTOMERS ACCORDING TO LAW NUMBER 8 OF 1999**

Legal protection according to CST Kansil is a variety of efforts that must be given by law enforcement officers to provide a sense of security, both mentally and physically from interference and various threats from any party. Legal protection is a collection of rules or rules that can protect one thing from another.<sup>4</sup> Legal protection is protection by using legal means that are intended to provide protection for human rights that are harmed by others and that protection is given to the community so that they can enjoy all the rights granted by law.

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<sup>3</sup> Abdulkadir Muhammad. *Law and Legal Research Cet-1*, (Bandung:PT Citra Aditya Bakti, 2014). 52

<sup>4</sup>Ratih Wulandari, *Legal Protection of Government Employees with Work Agreements at Regional General Hospitals* (Surabaya: Scopindo Media Pustaka, 2020), p. 14.

According to Hadjon, legal protection is the protection of dignity and worth, as well as the recognition of human rights owned by legal subjects based on legal provisions.<sup>5</sup>

Consumer protection is a term used to describe legal protection to consumers in their efforts to meet their needs from things that are detrimental to the consumers themselves. According to Article 1 point 1 UUPK, Consumer Protection is all efforts that guarantee legal certainty to provide protection to consumers. <sup>6</sup>The scope of consumer protection can be divided into two aspects, namely:<sup>7</sup>

1. Protection against the possibility of goods provided to consumers not in accordance with what has been agreed.
2. Protection against the application of unfair terms to consumers.

Based on the results of interviews obtained from Bank BRI where cases related to theft of credit card data are very rare in the Gorontalo area, even if such cases occur, they will be reported directly to the head office for handling. However, based on the results of the study, there are several main problems that are often experienced by credit card users, namely:

1. Banks still often find the practice of auctioning or selling below the credit value in bulk the billing data (debtors) to third parties (debt collectors) where it is the third party who maximizes billing to credit card users.

As happened with customers using credit cards at Bank Mandiri Gorontalo, based on interviews conducted with the legal secretary of the Indonesian Consumer Services Foundation, Mr. Efendi, SH MH, that in 2016 there was a case regarding the terrorism of Bank Mandiri credit cards by *debt collectors*. Where it is said that there is a credit card customer mother who has paid off her credit card debt of 6 million rupiahs, but she is still being billed by credit card *debt collectors*. Then after being confirmed with the Gorontalo Branch of Bank Mandiri they stated that they did not know where the *debt collector* got the data from and suggested that they immediately report the problem so that it is clear by sending an email to Central Bank Mandiri. After that, this credit card user has not received terror from debt collectors, even though Mr. Efendi has not had time to send an email to Central Bank Mandiri.<sup>8</sup>

From the interview above, it was explained that for legal protection from the YLKI, not through the courts but through non-litigation channels by way of a

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<sup>5</sup>Triannah Sofiani, *Legal Protection of Domestic Workers Based on Constitutional Rights* (Yogyakarta: Deepublish, 2020), p. 167.

<sup>6</sup>Abd. Haris Hamid, *Indonesian Consumer Protection Law* (Makassar: Sah Media, 2017), p. 53.

<sup>7</sup>Adrianus Meliala, *Cheating Business Practices*, (Jakarta: Sinar Harapan Pustaka, 1993), p. 152

<sup>8</sup>Effendi, SHMH Secretary of the Indonesian Consumer Service Foundation, interview on 13 October 2021

direct visit to Bank Mandiri to question why there are still credit card terrors from debt collectors while credit card users have paid off their credit card bills. Non-litigation settlement is dispute resolution carried out using methods that are outside the court or commonly referred to as alternative dispute resolution institutions.

Then regarding legal protection for customers who use credit cards, the researcher argues that the legal efforts taken by the Indonesian Consumers Foundation are appropriate and in the procedures or SOPs that have been set by the institution itself. However, according to the researcher, the more specific protection for the customer itself should be from the bank because the bank knows more about the customer's personal data and maintain the confidentiality of the data, because if the data is leaked it will be used by irresponsible people on things that are not good or things that can harm the customer. The bank also has to do more socialization with customers to increase customer knowledge about the use of credit cards and the impact of credit card abuse.

## 2. Credit card burglary or *Carding*

Credit card crime in the form of *carding* is a form of theft of credit card information belonging to other people to then be used by criminals in making transactions for purchasing goods or services or disbursing the nominal balance contained on the credit card into the perpetrator's account through an online *payment gateway*.<sup>9</sup>

Based on data found through the website of the Supreme Court Decision Number 597/Pid.Sus/2018/PN Mlg that there was a legal incident related to the theft of credit card data by the defendant Ferry Piscesa Dwi Cahya by buying credit card data (CC) illegally from the seller. on Facebook with the account names/profiles of Ali M Khadir and Lyla Mh, but the defendant never met directly with the seller and only knew through social media facebook and the Defendant made a transaction by transferring an agreed amount of funds for the credit card price. that the defendant bought credit card data (CC) which was then used for shopping through the eBay online site, then the goods that the defendant bought were resold for 50% of the actual price and the proceeds from the sale of these items the defendant obtained a profit which the defendant used to fulfill daily needs.

The result of the content of the decision is based on Article 48 Paragraph (1) Jo. Article 32 Paragraph (1) RI Law No. 11 of 2008 concerning Information and Electronic Transactions Jo. RI Law No. 19 of 2016 concerning the Amendment of Law No. 11 of 2008 and Law Number 8 of 1981 concerning the Criminal Procedure Code and other relevant laws and regulations state that the defendant Ferry Piscesa Dwi Cahya was legally and convincingly proven guilty of

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<sup>9</sup>Adriasan S et al, *E-Business Concepts* (Medan: Our Writing Foundation, 2020), p. 131.

committing a crime of information and electronic transactions intentionally and without rights or against the law in any way alters, adds, reduces, transmits, destroys, removes, transfers, hides, electronic information and/or electronic documents belonging to other people or the public. In addition, the defendant was sentenced to 1 year in prison minus the detention period, and the defendant was charged with a court fee of Rp. 5,000 (five thousand rupiah).

### 3. Trupiahss an unlawful act

Acts against the law are regulated in Book III of the Civil Code Articles 1365-1380 of the Civil Code, including engagements arising from the law. According to Article 1365 of the Civil Code, what is meant by an unlawful act is an unlawful act committed by a person who because of his fault has caused harm to another person.<sup>10</sup>

Unlawful acts committed by customers are defaults. Default means not fulfilling something that is required as stipulated in the engagement. Default is an act of breaking a promise where previously there was an agreement made between the two parties to carry out the engagement as an agreement as stated in Articles 1320 and 1338 of the Civil Code.<sup>11</sup> In other words, default can also be interpreted as an act of breaking a promise carried out by one of the parties who does not carry out the contents of the agreement or implement it but is late or does what it is not supposed to do.<sup>12</sup>

Based on the results of interviews, there were 56 cases of default reported by Mr. Sofyan Rahman as Head of the SPO section of Bank BRI Gorontalo Branch in 2018 to mid-2020, with the types of decisions that have been minuted or have been decided.

With the details of the various causes, both with the element of the customer deliberately not paying, intending not to pay the obligation so that the credit given is bad or the factor of the accidental element, meaning that the debtor is willing to pay but is unable. In general, non-performing financing is caused by internal and external factors. Based on the results of the interview, Mr. Sofyan Rahman as the Head of the SPO Section said that the default that occurred at Bank BRI Gorontalo Branch usually occurred due to several reasons and several causes were a lot of customer expenses, customer health suddenly deteriorated, customers who lost gambling, disputes occurred marriage or divorce and often refuse calls from the bank.

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<sup>10</sup>Indah Sari, *Unlawful Acts in Criminal Law and Civil Law*, Scientific Journal of Aerospace Law, Vol 11 (1), page 60.

<sup>11</sup>Muhamad Teguh Pangestu, *Fundamentals of Contract Law*, (Makassar: CV. Social Politic Genius, 2019), Pg 122

<sup>12</sup>Ibid.,

Thus the legal protection given to Bank BRI Gorontalo Branch is by reporting this case to the nearest district court predetermined procedures and submitting existing evidence. After that, the bank waits for the results of the judge's consideration who will decide the intensity or condition of the customer who is in default.

4. Provision of information about credit card products by the bank that is not clear.

Provision of information through print or electronic media is not supported by the delivery of clear information regarding the benefits and risks of a banking product by bank officers. For example, about the ease and facilities of using the credit card provided. Often these conveniences are not balanced with the bad possibilities of using credit cards such as high interest and credit card closing procedures.

According to researchers, education to customers is very important so that customers can make good use of the use of credit cards and customers can avoid the risks of using these credit cards. As well as regarding credit card closures, it is usually very difficult for customers to close their credit cards, in addition to the bank itself which is not accommodating. This makes many customers have problems with the bank.

Bank Indonesia also provides legal protection to credit card customers by issuing Bank Indonesia Regulations (PBI), in the form of:

- a) Bank Indonesia Regulation No.7/6/PBI/2005 concerning Transparency of Bank Product Information and Use of Customer Personal Data. The purpose of the issuance of this PBI by Bank Indonesia is to assist banking customers by providing transparent information about a bank product, the benefits and risks inherent in the bank product, as well as increasing the protection of the customer's personal rights in relation to the bank.
- b) Bank Indonesia Regulation (PBI) No.7/7/PBI/2005 concerning Settlement of Customer Complaints. The purpose of issuing PBI by Bank Indonesia is to provide legal protection for customers guarantee customer rights in about and regulate the settlement of customer complaints to banks.
- c) Bank Indonesia Regulation No.8/2/PBI/2006 concerning Amendments to Bank Indonesia Regulation No.7/2/PBI/2005 concerning the operation of card-based payment instruments.

In addition, the form of protection provided is intended to protect customers after a conflict occurs, which causes the customer to be harmed. So that customers can resolve problems between the parties or can go through a general court that is within the general court environment, this is stated in Article 45 Paragraph (1) and Paragraph (2) of the Consumer Protection Law which reads as follows.

- (1) Every consumer who is harmed can sue a business actor through an institution tasked with resolving disputes between consumers and business actors or through a court within the general court environment.
- (2) Settlement of consumer disputes can be reached through court or out of court based on the voluntary choice of the disputing parties.

According to researchers, legal protection is very necessary, because even though banks have provided layered security guarantees for the security of electronic transactions, there are still customers who are harmed by using this service.

Legal protection for customers as consumers according to Johannes Gunawan can also be done before the transaction (*pre-purchase*) after the transaction (*post purchase*). Legal protection for consumers that is carried out before the occurrence (*pre purchase*) can be done by <sup>13</sup>:

1. *Legislation*, namely legal protection for consumers that is carried out before the occurrence of transactions by providing protection to consumers through laws and regulations that have been made. So that the existence of these laws and regulations, consumers are expected to obtain legal protection prior to the occurrence of transactions, because there are already limitations and provisions governing transactions between consumers and business actors.

This means that banks as business actors have provided legal protection for credit card customers through laws and regulations. The laws and regulations referred to include, among others, Law no. 10 of 1999 concerning Banking and Law no. 8 of 1999 concerning Consumer Protection.

According to the Banking Law, in providing credit and conducting other business activities, banks are required to take steps that do not harm the interests of customers who entrust their funds to the bank. In addition to the interests of customers, the bank also provides information regarding the possible risk of loss for customer transactions made through the bank.

2. *Voluntary Self Regulation*, namely legal protection for consumers that is carried out before a transaction occurs, in which business actors are expected to voluntarily make regulations for themselves to be more careful and vigilant in carrying out their business activities.

In the results of interviews with the Gorontalo branch of BRI bank, Bank BRI has made its own regulations to provide the best service to customers. The regulation is Bank BRI's Work Culture, one of which is Bank BRI as a business

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<sup>13</sup> Annisa Aprilia, *Responsibility of Issuing Banks Against Credit Card Customer Losses Due to Data Theft*, Diponegoro Law Journal, Vol.6/No.2/2017. pp 5-7



actor providing *excellent service* where internal Bank BRI agrees to provide superior service and convenience to customers. Superior service here is to deal with customers quickly and accurately. In addition, if the customer is not satisfied with the bank's services, the customer can file a complaint and the Bank will listen to the customer's complaint. Customer complaints can be submitted through the suggestion box provided by Bank BRI or through *Front Office officers* or units that handle customer complaints.<sup>14</sup>

Meanwhile, legal protection for consumers after a transaction ( *conflict/post-purchase* ) is legal protection provided to protect consumers after a conflict, which causes consumers to suffer losses. This means that every consumer as an aggrieved customer can sue the bank through an institution tasked with resolving disputes between consumers and business actors or general courts (UUPK Article 45 Paragraph 1) or consumer dispute resolution can be pursued through court or out of court based on the voluntary choice of the parties. disputing (UUPK Article 45 Paragraph 2).

#### **4.1 Responsibilities of Issuing Banks in Protecting Consumer Rights as Customers**

Before discussing the responsibilities of banks, the researcher will first discuss consumer rights. IArticle4 Chapter III of Law Number 8 of 1999 concerning Consumer Protection, specifically mentions consumer rights, namely, among others:

1. The right to comfort, security, and safety in consuming goods and/or services;
2. The right to choose goods and/or services and to obtain such goods and/or services by the exchange rate and the promised conditions and guarantees;
3. correct, clear, and honest information regarding the conditions and guarantees of goods and/or services;
4. The right to have their opinions and complaints heard on the goods and/or services used;
5. The right to obtain proper advocacy, protection, and efforts to resolve consumer protection disputes;
6. The right to receive consumer guidance and education;
7. The right to be treated or served correctly and honestly and not discriminatory;

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<sup>14</sup>Sofyan Rahman, SE Operational Services Supervisor (SPO), interview on 9 August 2021

8. The right to obtain compensation, compensation, and/or replacement, if the goods and/or services received are not by the agreement or not properly;
9. Rights regulated in the provisions of other laws and regulations.

Specifically, the rights of consumers, especially their legal interests, have been enshrined in Law Number 8 of 1999, in that it is an absolute and legitimate interest for the Indonesian people as consumers. It is an unfair thing for consumers if the interests of consumers are not balanced and are not appreciated as much as respect for entrepreneurs. In that context, customers have specific rights, namely as follows:<sup>15</sup>

1. Customers have the right to know in detail about the banking products offered and also to the transparency of bank product information.
2. Customers are entitled to get interested in inviting and deposit products that have been promised in advance.
3. Customers are entitled to services provided by banks such as ATM facilities, to receive reports on transactions, to get collateral back when the borrowed credit has been paid off, and to be entitled to auction money services if the collateral is sold to pay off unpaid loans.
4. customer has the right to receive Rupiah in its original condition, still valid as a legal tender, suitable for circulation, and the type of fraction or nominal according to the needs of the consumer.
5. The customer has the right to submit a complaint and must be followed up.
6. The customer has the right to receive compensation, compensation, and/or compensation for losses resulting from the use, use, and utilization of the goods and/or services provided.

In this case, the customer is often the object of material and immaterial losses. Although there are regulations that protect consumers, Law no. 8 of 1999 (Consumer Protection Law) still in practice consumers are still victims. It often happens in reality, that customers are always considered weak or in a disadvantaged position in cases of disputes between the bank and its customers, so that the customer is harmed.

In the realm of law, a person must be responsible for losses caused by actions that are contrary to the law of other people. This is called qualitative responsibility, namely the person who is responsible because that person has a certain quality.

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<sup>15</sup>Andi Nova Bukit, *Accountability of banks to the rights of customers who were harmed in breaking into customer accounts*, Ius Constituendum, Vol 4 (2) 2019, page 190

The responsibility of banks is to regulate and supervise banks carried out by Bank Indonesia, including in the event of a change in the transfer of bank ownership, in particular, customer data, regarding licensing issues, including: Approving bank ownership and management, namely concerning bank institutions in terms of ownership can be related to mergers, consolidations, and acquisitions

Based on the results of the study, the responsibility of banks for credit card customer losses according to Johannes Gunawan is divided into three stages, namely: <sup>16</sup>

### 1. Pre-Transaction Stage

The pre-transaction stage is a stage that is carried out before a transaction or agreement with the consumer, namely the circumstances or events that occurred before the consumer decided to buy and use the product that was circulated to consumers.

At the pre-transaction stage, Bank BRI as a business actor introduces and offers credit card products and product offerings directly to prospective customers in various ways, including providing information about the credit card product through the distribution of booklets as well as news on advertisements. printed or electronic media that provide various kinds of facilities that customers get when using a credit card issued by Bank BRI. This is intended to attract customer interest.

### 2. Consumer Transaction Stage

The consumer transaction stage is the stage where consumers and business actors have entered into an engagement in the issuance and use of credit cards, this stage is at the credit card issuance stage. At this stage, the credit card applicant is given an application or form to fill out. The application or form has been made standard by Bank BRI. The conditions in the application or form have been determined by the bank. Credit card applicants who want to make a credit card can only agree to the conditions listed on the form. customers only follow bank regulations. This shows that there is a limitation on the obligations and rights of one of the parties because the customer does not participate in determining the contents of the agreement in the application format and is motivated by the needs of the customer who is forced to accept the contents of the format.

### 3. Stage After Transaction

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<sup>16</sup>Johanes Gunawan, Consumer Protection Law (Bandung: 1999) p. 3

The post-transaction stage is the stage of problemsolving between the bank and the customer in the event of a complaint, dispute or problem. Settlement of customer complaints is one form of improvement in customer protection to guarantee customer rights in dealing with banks.

In an interview with the Gorontalo City Branch of the BRI bank, he said that the rights of the customer would not be harmed if the customer did not carelessly provide the code from the credit card. Because many customers are fooled by fraud just because they want to get prizes.

Based on the results of the study, customers who experience losses due to credit card use will notify BRI Bank as the issuer of the loss on credit card use by contacting the BRI Contact Center.

The responsibility that will be given by the bank if the customer experiences a loss is by handling and resolving various customer complaints and complaints by procedures, to avoid protracted problems that occur. Customer complaints are carried out with a specified time standard and generally apply.

Banks as business actors are also responsible for providing compensation for damage, pollution, and/or consumer loss due to consumer goods and/or services produced or traded. Compensation can be in the form of a refund or replacement of goods and/or services of similar or equivalent value, or health care and/or compensation in the provisions of the applicable laws and regulations. The provision of compensation does not eliminate the possibility of criminal charges based on further evidence regarding the element of error. However, the compensation provisions do not apply if the bank can prove that the error is the customer's fault. So, if one of the factors causing the credit card problem experienced by the customer is the fault of the bank, then the customer is entitled to compensation from the bank.

Based on the results of the study, if the loss suffered by the customer is the fault or negligence of Bank BRI, then Bank BRI will resolve the problem. For example, the loss of a transaction bill in a *Billing Statement* or *e-Billing* but the customer does not make the transaction, Bank BRI will delete the bill after verifying with the seller and acquirer. This is the responsibility of business actors as stated in Article 19 Paragraph 1 of the UUUK Article 19 Paragraph 1 UUPK states that business actors are responsible for providing compensation for damage, pollution and/or consumer losses due to consuming goods and/or services produced or traded.

By accepting customer complaints for the losses they have experienced and resolving problems amicably, it means that Bank BRI has been responsible for managing credit cards and is responsible for the losses of its customers. If the customer feels that the problem has not been resolved peacefully, the customer

can take another route to resolve it, namely by filing a lawsuit against business actors.

Settlement of problems with credit card customers who are disadvantaged can file a civil or criminal lawsuit to the District Court aimed at business actors. In addition, other ways that can be done by customers are through out-of-court channels, namely through the Consumer Dispute Resolution Agency.

### III. CLOSING

#### A. CONCLUSION

Based on the results of the research described above, the researchers can conclude that:

1. Legal protection for consumers as customers can be done before the transaction (*pre purchase*) and after the transaction (*post-purchase*). The legal protection that is carried out before the transaction (*pre purchase*) is *Legislation*, where legal protection for consumers is carried out before the transaction occurs by protecting consumers through laws and regulations that have been made. And *Voluntary Self Regulation*, namely legal protection for consumers that is carried out before a transaction occurs, in which business actors are expected to voluntarily make regulations for themselves to be more careful and vigilant in carrying out their business activities. While legal protection is carried out after the transaction (*post-purchase*), namely legal protection given to protect consumers after a conflict, which causes consumers to suffer losses.
2. The responsibility of the issuing bank to the rights of customers who are harmed is by handling and resolving various customer complaints and complaints in accordance with procedures, to avoid protracted problems that occur. Customer complaints are carried out with a specified time standard and generally apply. The bank is responsible for providing compensation for damage, pollution, and/or consumer loss due to consuming goods and/or services produced or traded. Compensation can be in the form of a refund or replacement of goods and/or services of similar or equivalent value, or health care and/or compensation by the provisions of the applicable laws and regulations. The provision of compensation does not eliminate the possibility of criminal charges based on further evidence regarding the element of error. However, the compensation provisions do not apply if the bank can prove that the error is the customer's fault. So, if one of the factors causing the credit card problem experienced by the customer is the fault of the bank, then the customer is entitled to compensation from the bank. This is the responsibility of business actors as stated in Article 19 Paragraph 1 of the UUPK. Article 19 paragraph 1 UUPK states that business actors are responsible for providing compensation for damage, pollution and/or

consumer losses due to consuming goods and/or services produced or traded.

## B. SUGGESTION

Based on the conclusions above, the researcher will then put forward some suggestions and inputs, namely:

1. Suggestions for the bank are the need for an increase in socialization to increase public knowledge in using credit cards. It is expected that the bank can explain in detail the rights that can be utilized by customers in using credit cards and the risks that can occur in using the credit card.
2. Suggestions for credit card customers are that it is expected that customers who use credit cards understand their rights in or to the benefits of the credit card, and customers must always be careful in using credit cards. It is hoped that customers will not be easily fooled by telephone fraud with the lure of big prizes, don't just give card numbers to just anyone.

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Andi Nova Hill. 2019. Accountability of the bank to the rights of customers who were harmed in breaking into customer accounts. *Ius Constituendum* 4(2) 2019: 190

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