

Consumer Protection Legal Analysis of Bank Account Opening Agreements

Sepriyadi Adhan^{1,*}, Ati Yuniati²

^{1,2}Civil Law Department, Lampung University, Lampung, 35141, Indonesia

*Corresponding Author: sepriyadiadhans@gmail.com

Copyright©2021 by authors, all rights reserved. Authors agree that this article remains permanently open access under the terms of the Creative Commons Attribution License 4.0 International License

Abstract The banking institution agreement as outlined in the form of one of the banking products, namely the opening of an account causes the position of the consumer, in this case, the bank's creditor customer, to weaken. This is because the terms and conditions in the form have been unilaterally determined by the bank. The application of standard clauses in the form aims to save time for practical reasons. However, banks must pay attention to the rights of customers so that no party is harmed given the vulnerable position of customers. The customer feels the need to propose what he wants so that there will be no inequality of rights and obligations to the customer as a consumer. This study uses a quantitative approach with a cross-sectional survey research design and purposive sampling technique. The findings in this study will provide benefits for the formulation of policies or legal products related to the "clarity" of the customer's position in opening bank accounts.

Keywords Consumer Protection Law, Bank Account Opening Agreement, Quantitative Approach.

1. Introduction

Acting as an institution that is the main pillar for national economic development, banking plays an important and strategic role. Thus, in its role, banking institutions are required and obliged to realize the goals of national banking as regulated in Article 4 of the Banking Law.

One of the functions of banking institutions is to collect funds from the public in the form of deposits known as funding activities in the banking world. Based on the provisions in Law Number 10 of 1998 concerning Banking, the form of raising funds is done through receiving deposits from the public. "Deposits are funds entrusted by the public to banks based on deposit agreements and in the form of demand deposits, deposits, certificates of deposit, savings, and/or other equivalent forms" [1].

Simply put, everyone who saves money in a bank is called a depositor. Meanwhile, juridically it is stated in the

provisions of Article 1 number 17 of Law Number 7 of 1992 as amended by Law Number 10 of 1998 concerning Banking, that what is meant by depositors is "customers who place their funds in banks in the form of deposits, based on the bank agreed with the customer in question" [2].

The foundation that must be formed between the bank and the community is the principle of trust. Every banking organization must continue to exist through maintaining and restoring public confidence in banks. People's desire to save money in the bank is simply based on the principle of faith that the money will be safe and will still be reclaimed at the agreed-upon period and profit will be delivered. It is probable that if depositors' trust in a bank has eroded, there would be a rush to withdraw the monies they have put.

The legal relationships that result from banking products, such as time deposits, savings accounts, demand deposits, and so on, reveal the type of legal relationship that exists between banks and depositors. Banking products and services vary widely, thus it's not surprising that the requirements listed in conventional bank contracts differ as well, implying that it depends on the type of service used by the customer. The legal relationship between a bank and a depositor of funds is stated in the form of an agreement between the bank and the depositor of funds that contains general terms that must be followed by every depositor of funds customer [3].

In general, banks have made separate forms for each product and service that exists. Usually, the form contains the requirements that have been determined by the bank and must be followed by the customer. This is what legal experts call a "standard" agreement, meaning an agreement whose contents have been standardized and set forth in the form of a form. Of course in a standard agreement, there are weaknesses. The main weakness of this standard agreement is the lack of opportunity for the opposing party to negotiate or change the clauses in the agreement concerned so that the standard contract has the potential to become a one-sided clause" [2].

If in an agreement the position of the parties is not balanced, then the weak party is usually not in a free state to

determine what is desired in the agreement. In this case, the party who has a stronger position usually uses the opportunity to determine certain clauses in the standard agreement, so that the agreement that should have been drafted by the parties involved in the agreement, is no longer found in the standard agreement, because the format and content of the agreement are drafted by the party with the stronger position.

An account opening form is one type of standard agreement that is utilized at the bank. The document normally contains general terms and conditions that the bank has created on its own. Customers do not have the option to bargain, and they only have two options: agree or disagree with the terms and conditions. If the consumer agrees to start an account, he or she must fill out and sign the relevant paperwork. "Standard clauses are any rules or conditions and conditions that have been prepared and determined in advance unilaterally by business actors as outlined in a binding document and/or agreement. and must be fulfilled by consumers," according to Article 1 paragraph (10) of the Consumer Protection Law. The following are the general terms and conditions seen on a financial institution's account opening form.

1) "The Bank has the authority to correct the mutation and balance of the Customer's Account in the event of a bookkeeping error by the Bank without the obligation to notify the Customer of the reasons".

2) "If there is a discrepancy between the Bank's bookkeeping records and those of the Customer, the Bank's bookkeeping records shall prevail, and the customer hereby declares, knows, understands, acknowledges, and accepts that the Bank's bookkeeping records are valid evidence and bind the Customer".

The inclusion of the standard clause has the potential to harm the customer because the customer has the right to information regarding changes in benefits, costs, risks, terms and conditions set by the bank. In addition, the difference between the bank's bookkeeping records and existing records on the customer will cause doubts and multiple interpretations. If indeed the records on the customer are correct, the customer should be given the opportunity to prove it first so that no customer's rights are harmed. Thus, the inclusion of the standard clause creates inequality of rights and obligations between parties.

Parties with weak positions require legal protection so that they do not feel compelled to accept agreements made by others with a stronger stance, resulting in a one-sided position. Customers want legal protection that ensures legal clarity for all customer requirements and allows them to defend their rights if they are affected by corporate actors' actions. Customers need legal protection now more than ever since their situation is so precarious.

Based on the description above, the authors are interested in knowing the wishes of the customer so that there is no inequality of rights and obligations to the customer as a consumer. This research is specifically to identify, describe,

and analyze customer needs related to consumer protection laws against bank account opening agreements.

2. Literature Review

2.1 Consumer Protection Law

The Law of the Republic of Indonesia Number 8 of 1999 Concerning Consumer Protection regulates consumer protection, saying that the goal of consumer protection is to strike a balance between the interests of consumers and corporate players [4]. In addition, the Civil Code, POJK No.1/POJK.07/2013 about Consumer Protection in the Financial Services Sector, and SEOJK No. 13/SEOJK.07/2014 concerned Standard Agreements govern consumer protection and standard agreements for opening a savings account at a bank [5,6].

The Bank is one of the parties that utilizes the legal foundation for consumer protection in carrying out its operations, as the Bank must have clients who use banking services [7]. Customers are defined as parties who use bank services under the Banking Law. In terms of financial services, bank clients are split into two groups [8]. When it comes to generating cash, clients who deposit their funds in banks are classified as savers, depositors, or buyers of securities, and they are classified as bank creditors. The borrowing client, on the other hand, is the debtor and the bank is the creditor when monies are disbursed.

Simply put, a depositor is someone who saves money in a bank. Meanwhile, depositors are defined as "customers who place their cash in banks in the form of deposits. depending on the bank agreement with the customer concerned [2]" according to the terms of Article 1 number 17 of Law Number 7 of 1992 as revised by Law Number 10 of 1998 concerning Banking.

The legal connections that result from banking products, such as time deposits, savings accounts, demand deposits, and so on, reveal the type of legal relationship that exists between banks and depositors. The legal connection takes the form of an agreement between the bank and the general terms and conditions that must be followed by any client depositing funds with the bank [9].

"Standard clauses are any rules or conditions and conditions that have been prepared and determined in advance unilaterally by business actors as outlined in a document and/or agreement that is binding and must be fulfilled by consumers," according to Article 1 number 10 of the Consumer Protection Law. The Civil Code's efforts to strike a balance and preserve the parties' rights before they enter into an agreement are known as the principle of legal protection.

2.1.1. The Principle of Personality

The principle of personality (personality) states that the terms of an agreement bind only the parties who sign it

personally, and not those parties who do not sign it. "All contracts formed lawfully apply as law for those who make them [3]," according to Article 1338 of the Civil Code.

2.1.2. The Principle of Freedom of Contract

The notion of contract freedom may be deduced from Article 1338 paragraph (1) of the Civil Code, which states that "all lawfully established agreements apply as law for individuals who create them." The idea of contract freedom allows the parties to: 1) create or not make an agreement, 2) make an agreement with anybody, 3) choose the content of the agreement, its execution, and its obligations, and 4) determine the form of the agreement, which can be written or oral [10].

2.1.3. Principle of *Pacta Sunt Servanda*

This idea is enshrined in Article 1338, paragraphs (1) and (2) of the Civil Code, which stipulates that "all legally binding agreements apply as law to individuals who form them." The agreements can only be canceled if both parties agree or if the grounds are considered to be adequate under the law. This concept states that anybody who makes a commitment must maintain it, and anyone who owes money must repay it [11].

2.1.4. The Principle of Consensualism

In contract law, the idea of consensualism applies. That is, if the two parties agree, the agreement is legally binding. The idea of consensuality does not apply to all forms of agreements since it only applies to consensual agreements [12]. It does not apply to formal or actual agreements.

2.1.5. The Principle of Good Faith

According to Article 1338 paragraph (3), it is dynamic. That is, "the act must be carried out with honesty that runs in the heart of a human being.

2.1.6. The Principle of Balance

This concept states that an agreement must be fulfilled and implemented by both parties. The creditor has the ability to demand repayment from the debtor's assets, but he or she also holds the responsibility of honoring the arrangement. So that creditors and debtors are in a balanced position, creditors' strong position must be balanced with their obligations to pay attention to good faith [13].

2.1.7. The Principle of Propriety

The principle of propriety can be found in the provisions of Article 1339 of the Civil Code which states that "Agreements are not only binding on things that are expressly stated in them, but also for everything which according to the nature of the agreement is required by propriety".

The agreement as follows "Agreement is an event where one person promises to another person or where two people promise each other to carry out something". The agreement arises or occurs because of an agreement or agreement by both parties. The word of agreement occurs because there is a conformity of will between the parties. The agreement creates rights and obligations for both parties who make the agreement. An agreement is also called an agreement and/or contract because it involves both parties who agree or agree to do something.

Standard Agreement is a formal agreement set unilaterally by the FSB that comprises standard terms defining the content, form, and process of manufacturing and is used to supply items and/or services in bulk to customers. According to Abdul (2006), the phrase "standard agreement" was derived from the term "standard contract" in English. The term "standard" refers to a benchmark or guideline that is standardized in a standard agreement that contains the model, formulation, and size for every customer who has a legal connection with an entrepreneur [14].

Banks' primary role is to collect funds from the general public in the form of savings. Deposits are monies committed to banks by the general public by agreements for depositing funds in the form of demand deposits, time deposits, certificates of deposit, savings, and other similar forms. To become a bank customer, the community must first get into a legal relationship with the institution [15]. The consumer and the bank enter into a legal relationship once both parties sign an account opening form, indicating that the client has agreed to and is prepared to follow the bank's terms and conditions.

Because the form binds both the consumer and the bank as parties to the agreement, both must adhere to the terms and conditions and run them effectively. In the Account Opening Form, the customer must fill in his or her identity based on a valid identity card for the savings account, there are provisions for statements and approvals to accept all unilaterally set terms and conditions, and provisions for signing documents that have been prepared in advance. The Bank signs the document. The bank's unilaterally imposed terms and conditions frequently include an exoneration provision (exoneratie clause, exemption clause).

An account opening form is one type of standard agreement that is utilized at the bank. The document normally contains a set of general terms and conditions that the bank has produced on its own. The consumer does not have the option of bargaining; instead, he or she has just two options: agree or disagree with the terms and conditions. If the client or potential customer agrees to open an account, the customer or prospective customer must complete and sign the appropriate form. Several parts of the agreement may be stated when viewed from the formation of the agreement, including [10].

2.2. Bank Account Opening Agreement

2.2.1. The Parties to the Agreement

The party in question is the subject of the agreement, namely "the parties to the agreement have at least two parties". The subject of the agreement can be an individual person and a legal entity. The subject of the agreement must be authorized to carry out legal actions as regulated by law.

2.2.2. Fixed Approval

The intended permanent agreement is "there is a final agreement between the parties on the terms and objects agreed upon". The agreement is binding on the parties and must be fulfilled in good faith.

2.2.3. Agreement Object

The object of the agreement, namely "in the form of achievements that must be fulfilled by the parties". These achievements can be in the form of movable or immovable objects, tangible or intangible, for example in the form of material rights. The fulfillment of these achievements can be in the form of giving something, for example giving up objects; doing something, for example working on a building contract; or not doing something, for example not engaging in unfair competition.

2.2.4. Purpose of the Agreement

The purpose of the agreement is "the final result obtained by the parties in the form of utilization, enjoyment, and ownership of objects or material rights as the fulfillment of the needs of the parties". The fulfillment of needs will not be achieved if it is not carried out by entering into an

agreement between the parties. The purpose of the agreement to be achieved by the parties must be lawful, meaning that it is not prohibited by law and does not conflict with public order and public decency.

2.2.5. Agreement Form

In general, the agreement is not bound to a certain form, can be made orally and if made in writing, then this is a means of proof in the event of a dispute. For certain agreements, the law determines a certain form, so that if that form is not followed then the agreement is invalid. Thus, the written form is not merely a means of proof, but is a condition for the existence of the *bestaanwaarde* of the agreement.

2.2.6. Agreement Terms

Certain terms and conditions are included in the agreement. The agreement can be performed or implemented by the parties based on these circumstances, because these conditions reveal the parties' rights and responsibilities, as well as how to carry them out. These conditions often include both basic conditions, such as basic rights and obligations, such as those relating to products and their pricing, as well as complementary or supplementary conditions, such as those relating to payment methods, delivery methods, and so on.

2.3. Research Roadmap

The road map in this study starts in the first year, 2021 until the fourth year 2024, which is shown in the image below.

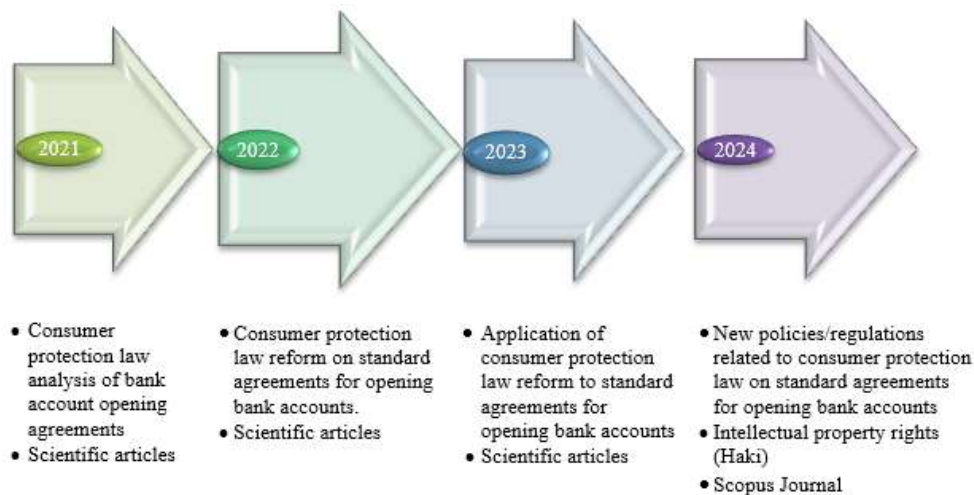


Figure 1. Research roadmap

3. Research Methods

3.1. Types of Research

The research approach used in this study is a quantitative approach. The quantitative approach allows the researcher

to collect numerical data through statistical analysis of the sample using predefined instruments. The research design used in this study is a survey research design with a cross sectional survey design type, namely a research design that collects data at one time to a sample [16]. The cross-sectional survey design can measure consumer needs

for banking services related to programs, banking facilities, or regulations regarding bank account opening agreements. Therefore, this research can be used as information in the development and renewal of banking programs and services, especially regulations regarding bank account opening agreements so that there is no inequality of rights and obligations to customers as consumers.

3.2. Research Sites

The research was conducted in the city of Bandar Lampung, Rajabasa district.

3.3. Population and Sample

The population in this study was 57,473 (data from

3.5. Research Plans and Paradigms

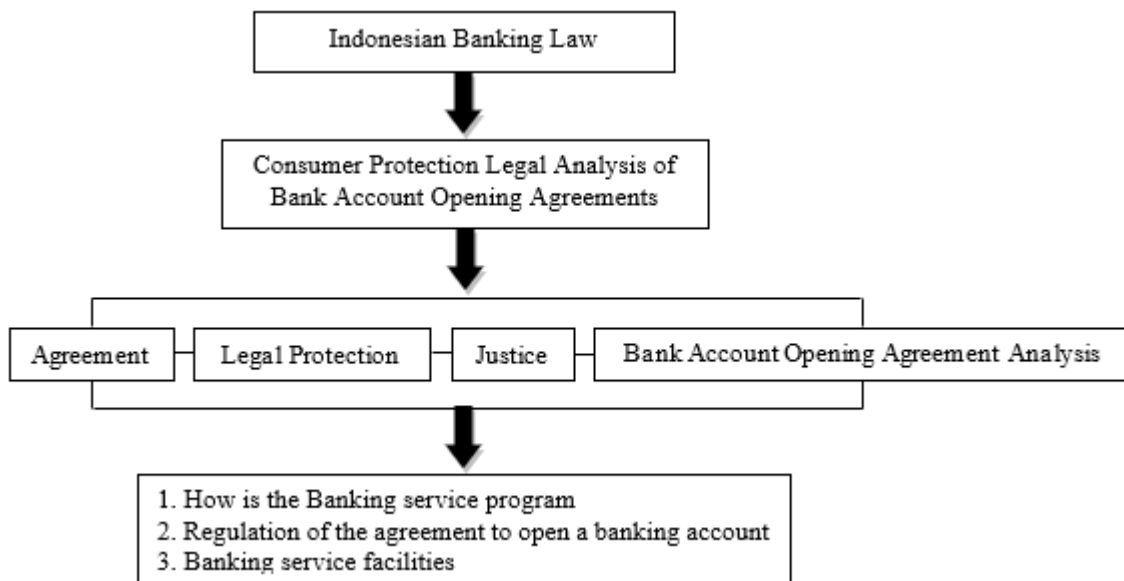


Figure 2. Research Plans and Paradigms

4. Results and Discussion

4.1. Description of Data and Research Discussion

Based on research conducted by distributing google forms to respondents, it is known that almost all people are customers of several BANKS in the province of Lampung, further can be seen in the following figure:

Disdukcapil Bandar Lampung City in 2020) and with a total population of 50 respondents. The determination of 50 respondents was determined from the sampling technique in the form of purposive sampling. The use of purposive sampling is done with the consideration that the respondents are bank creditors.

3.4. Data Collection Techniques and Research Instruments

Data collection in this study used a survey technique, namely by distributing a questionnaire as a research instrument in the form of a google form to the research sample.

Apakah anda adalah salah satu Nasabah Bank di Provinsi Lampung
67 responses

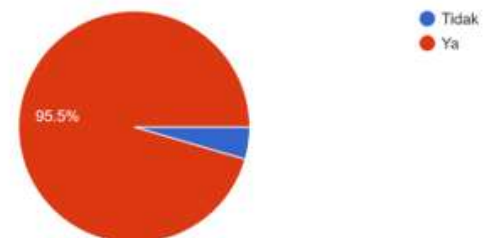


Figure 3. Bank Customers in Lampung Province

In Figure 3 the diagram of the results of the study shows that of the 67 respondents, 95.5% of the respondents are bank customers in the province of Lampung, and only 5% of the respondents are not customers of a bank in the

province of Lampung. This means that in today's era there are still people who do not have a bank account, which of course has not opened a bank account for certain reasons.

Furthermore, in the stages or process of opening a bank account, of course, an account opening form is required which contains a legal agreement between the two parties,

namely between the customer and the bank. There are some customers who read the agreement form carefully, meaning that they only focus on data entry. Meanwhile, the customer did not read it at all and immediately filled out and signed it, more details can be seen in the following picture:

Ketika pembukaan rekening di salah satu BANK, apakah anda membaca formulir yang berisikan perjanjian dan persyaratan pembukaan buku rekening?

67 responses

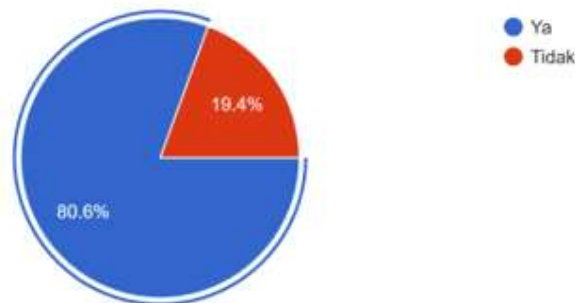


Figure 4. Formula Reading by Customer

Based on Figure 4, it can be seen that when opening an account at one bank, 80.6% or as many as 54 respondents read the form containing the agreement and requirements for opening an account book and the customer did not object to the contents of the form containing the agreement and requirements for opening an account book. The reasons for the customer to read the form containing the agreement and the requirements for opening an account book, namely 1) Want to know things that can or should not be done related to being a bank customer so that they understand the rules for using bank customers, 2) Customers feel they have to read it because respondents must follow policies the agreement and respondents feel that the agreement and the terms explain consumer rights and consumer obligations that are protected in banking rights and obligations.

However, there were 19.4% or as many as 13 respondents who when opening an account at one of the banks did not read the form containing the agreement and requirements for opening an account book. This is based on various reasons. For example, when opening a new account, the respondent is immediately asked for biodata and submits KK and KTP so that the respondent does not know there are other things besides filling in the biodata, then

when opening an account, all agreements and requirements for opening an account book have been explained by bank employees so there is no need to re-read the form, the form containing the agreement and the requirements for opening an account book is considered too long so that the respondent does not read it and is too long-winded, moreover, opening an account book is something that has been widely done by the community so that there is no need to read agreements, agreements and requirements. the bookkeeping is appropriate and can be understood and carried out by the customer so that there is no need to read it again, as for other reasons such as when the respondent is about to open an account at one of the respondent's banks, the respondent is not given a form containing an agreement, does not really understand the response Denial of the form containing the agreement and requirements because so far the respondents have been saving in state banks, regional banks, and banks similar to cooperatives.

In addition to reading the agreement form yourself, the Bank's customer service (CS) usually provides a brief or detailed explanation regarding the binding provisions between the Bank and the customer as well as the legislation. More details can be seen in the following image:

Ketika pembukaan rekening di salah satu BANK, apakah anda dijelaskan oleh CS terkait formulir yang berisikan perjanjian dan persyaratan pembukaan buku rekening?

67 responses

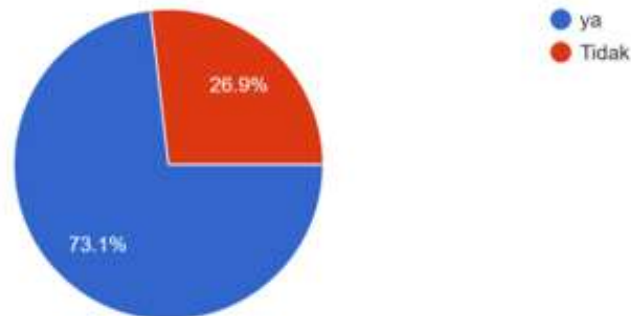


Figure 5. Customer Service Explanation of the Agreement Formula

In Figure 5 above, it can be seen that when opening an account at one bank, 73.1% or as many as 49 respondents were explained by customer service regarding the form containing the agreement and requirements for opening an account book. As for some of the things that were explained by Customer Service regarding the agreement form and the requirements for opening an account, it was only related to opening an account such as the completeness of registration requirements, general provisions for personal data, explaining the use of bank books and making ATMs as well as explaining how if you want to save, withdraw money, transfers, related to monthly fees and balance discounts as well as minimum savings requirements. In addition, Customer Service also explained that if the ATM card is blocked, the customer can go to the branch office where we make the ATM, but due to the Covid-19 pandemic, customers can visit the nearest branch office from home. Customer service also explains the types of savings, what things will be obtained by opening the account, profit sharing agreements and requirements for opening an account.

In addition, 26.9% of respondents when opening an account at a bank were not explained by customer service regarding the form containing the agreement and requirements for opening an account book. This is due to time efficiency because there are many other customers who want to open a new account, then because the agreement form is not given when opening a new account, there are many queues, then because the respondent already understands the previous requirements so that customer service thinks that the customer can read it for himself. that

matter.

Based on the results of research that has been carried out, it is known that as a bank customer, there are several things that are needed by the customer so that the customer continues to feel confident in the bank, such as, 1) Services that make it easier for the community, 2) Use of ATMs that are not often disabled, 3) Easy to use. take money anywhere, 4) Guaranteed personal data security, 4) not many deductions, 5) there are online services to make it easier when you can't go directly to the bank, 6) CS service is faster, friendly, kind, and 7) there are door prizes for customers who are always loyal and have been saving for a long time.

In addition, customers also want several other things, namely 1) providing information on a regular basis by the bank, if there are unwanted events related to the bank concerned, friendly and patiently helping, 2) the bank maintains the confidentiality of information regarding customer personal data and 3) provide convenience as a customer when managing something related to the Bank, 4) smooth transaction system and simplify administration, 5) serve all customers fairly, 6) transaction is not hampered and does not like errors, 7) Bank provides socialization to customers regarding matters relating to related bank regulations. 8) The bank must also be friendly to customers regardless of the class of customers and the existence of transparency.

Based on the results of research conducted, the services provided by the Bank are important for customers for the sustainability of customers as permanent customers in a bank, further details can be seen in the following figure.

sebagai nasabah BANK, apakah layanan yang diberikan oleh pihak BANK sudah sesuai dengan kebutuhan anda ?

67 responses

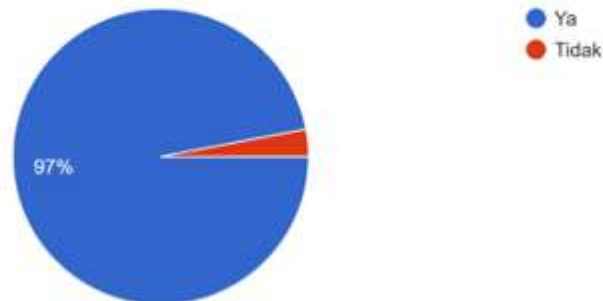


Figure 6. Bank services to customers

In Figure 6 it can be seen that as bank customers as many as 97% of respondents feel that the services provided by the bank are in accordance with customer needs. Meanwhile, as many as 3% of respondents feel that the services provided by the bank are not in accordance with customer needs. This is because customers get a question if they want to take more than 10,000,000 money, they are always asked what it is for, so they are not comfortable, because it is considered personal for customers. In addition, customers feel that the ATM card is a problem or an error that requires customers to go back and forth from the bank to repair the ATM card and it is considered enough to waste the customer's time. Customers also feel that sometimes in banks located at the district or village level, they often experience system disturbances, and the service from employees is not friendly and professional.

4.1.1. Consumer Needs in the Bank Opening Agreement

Based on the results of interviews conducted, it is known that as a bank customer, according to the respondent there are several things that must be done by the bank so that the respondent as a customer does not feel aggrieved by the agreement to open a bank account, such as 1) openness, 2) transparency and accountability, 3) removing fees deductions, 4) then the bank must be consistent with the existing agreement, 5) an explanation of the administrative fees that are deducted per month, 6) the interest that can be obtained then access mobile banking, 7) clear and rational agreements and terms, 8) always update information regarding transactions, 9) bank policies must be fair and not detrimental to customers, 10) improve security and service.

In addition, respondents as bank customers also feel that

there are several things that need to be done in opening an account at a bank, namely 1) an agreement on stamp duty so that both parties can sue if one of them feels aggrieved or cheated, 2) renews and repairs through complaints. complaints received from Bank customers regarding the Bank account opening agreement, 3) being notified of the monthly administration amount when creating an account, 4) not burdening the customer in processing transactions with the bank itself, 5) explaining the procedures related to account opening, 6) providing convenience for customers to submit complaints, 7) improve bank services and make agreements that do not confuse the customer, 8) so that customers do not feel aggrieved by the agreement to open a bank account, 9) then the bank must do well regarding the provisions that have been stated in the agreement and does not violate yes.

The results also show that according to the respondents, the bank must also provide; 1) the best service so that customers do not feel disadvantaged, 2) there is clarity on the agreement of both parties, 3) provide facilities in accordance with the contents of the bank account opening agreement, 4) security and ease of managing finances, 5) the responsibility of the bank to customers and enforcement of agreed agreements, and 6) ensuring account security and safeguarding personal information.

Furthermore, based on the research conducted, it is found that the agreement made by the Bank and the customer tends to harm one party. This happens due to various factors that are motivated by both of them. For more details can be seen in the following image:

Apakah anda pernah merasa dirugikan oleh Pihak BANK, dengan perjanjian yang sudah disepakati ?
67 responses

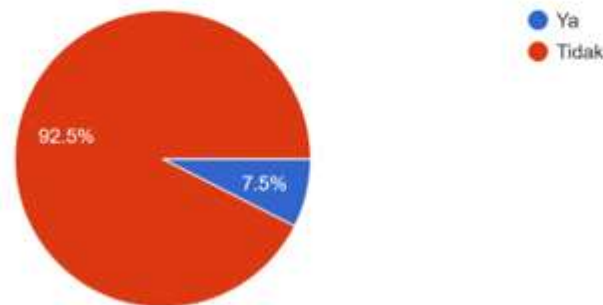


Figure 7. Customers who feel aggrieved

It can be seen in Figure 8, which is that although 92.5% of respondents think that they do not feel harmed by the Bank, there are 7.5% of respondents who feel aggrieved by the bank related to the agreed agreement, such as account and card administration fees quite a burden especially if you use banking which makes the balance in the account drain because there is no detailed explanation, so you don't know the existing agreement. Customers also feel disadvantaged because they often have difficulty in cash transactions or

transfers at ATMs, many reasons for working professionals, inappropriate words at the beginning of the agreement explained by the Bank with the end when the customer feels aggrieved. Lack of concrete explanations related to the agreement resulting in losses experienced by customers.

Based on research that has been done, respondents or customers feel that there is a need for improvements to the agreement system that involves both parties, namely the bank and the customer. Here can be seen in the image.

apakah pihak nasabah perlu mengusulkan kesepakatan/persyaratan dalam sebuah perjanjian pembukaan rekening BANK?
67 responses

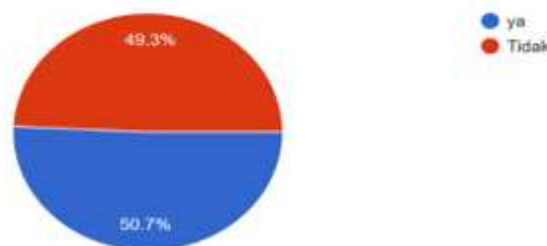


Figure 8. Proposed agreement in an account opening agreement

In Figure 8, it can be seen that as much as 49.3% that there is no need for a new proposal to the agreement between the customer and the Bank because it is considered appropriate, however 50.7% of respondents feel the need for a proposal on the agreement/requirements in an agreement to create a bank account to the customer. The proposed agreement that respondents want to propose is in the form of 1) an agreement between the bank and the customer that no one can be harmed by each other, 2) there is a guarantee from the bank in case of negligence on the part of the bank, 3) the bank is prohibited from providing information about the financial condition of the depositing customer. other than those stated in the loss, the bank must be responsible, 3) provide relief from admin fees, 4) the benefits of being a customer and the convenience it provides as a customer, 5) simplify service transactions, 6)

no cost cuts for old customers, 7) convenience the consumer is the one who must take precedence and if something happens to the customer's funds, the bank can be accounted for, 8) the need for convenience in making ATMs, 9) the bank must not violate what is in accordance with the agreement or agreement that applies, 10) in the event of a violation, the bank is willing to processed according to the applicable provisions, 11) there is an agreement that in the future if things happen that are not desirable, the settlement process will not be complicated by the bank, 12) data security is further enhanced, and 13) an agreement that regulates the possibilities that can occur in the future.

Legal certainty to protect consumer rights which is strengthened through special laws, gives hope that business actors will no longer act arbitrarily on written orders or permission from Bank Indonesia, 4) proposed appropriate

agreements between customers and the bank, not only parties bank only, and 5) a proposed agreement regarding the minimum balance in the savings account so that the amount is reduced again.

Furthermore, respondents also suggested; 1) if there is a loss for the customer, the bank must help, 2) there is consistency of service, an agreement in the form of if the customer always harms the rights of consumers. With the Consumer Protection Act and other legal instruments, consumers have equal rights and positions, and consumers can sue or sue if it turns out that their rights have been harmed or violated by business actors or in this case the bank.

4.1.2. Customer Protection Legal Regulations

The establishment of a consumer protection legislation is not designed to put corporate actors out of business. Consumer protection regulations can actually promote a healthy business climate and the formation of enterprises that are capable of competing effectively by delivering high-quality goods and services. It is mentioned in the general explanation of the Consumer Protection Act that it would continue to pay attention to the rights and interests of small and medium business operators in its implementation.

In order to increase public confidence in the financial services sector, consumer protection in the financial services sector aims to create a reliable consumer protection system, increase consumer empowerment, and raise awareness of the importance of consumer protection among financial services business actors.

Regarding consumer protection, in this case, bank customers, there are several things that customers want in an account opening agreement, including:

1. The agreement between the bank and the customer must not be harmed by each other;
2. There is a guarantee from the bank in case of negligence on the part of the bank;
3. Proposed agreement that is appropriate between the customer and the bank, not just the bank;
4. Proposed agreement regarding the minimum amount of balance in savings so that the amount is reduced again;
5. An agreement that regulates the possibilities that may occur in the future; and
6. Security and convenience provided to customers.

These data were collected from the results of a survey conducted by researchers. From the survey data, customers propose matters relating to the proposed legal certainty to protect customer rights. Although in fact there have been laws related to consumer protection.

Article 18 paragraph (1) of the Consumer Protection Law No. 8 of 1999 governs the restriction on business actors, in this case the bank, from making or including standard terms in every document and/or agreement, the contents of which include:

1. Declare the transfer of the business actor's obligation;

2. Declare that businesses have the right to refuse to accept returns of products purchased by customers;
3. Declare that business actors have the right to refuse to refund money paid by customers for products and/or services;
4. Declare the consumer's power of attorney to the business actor, either directly or indirectly, to execute all unilateral acts linked to items acquired in installments by the consumer;
5. Regulates the issue of establishing the loss of use of goods or services purchased by customers;
6. Allow business actors to diminish the value of services or the assets of customers who are the subject of purchases and sales;
7. Declare that while customers are utilizing the services they have acquired, they are subject to rules in the form of new, additional, continuing, and/or follow-up modifications implemented unilaterally by corporate actors; and
8. Declares that customers give business actors permission to impose mortgages, liens, or guarantee rights on items acquired in installments.

The Consumer Protection Law further stipulates in Article 18 paragraph (2) that "commercial actors are forbidden from inserting standard terms whose location or shape is difficult to see or read clearly, or whose disclosure is difficult to grasp." The standard clause can be included in the form of little wording that is then placed in a vague way or in a location that the reader of the agreement document is likely to overlook. Consumers only understand a tiny portion of the agreement until it is implemented. That is, the agreement is just skimmed over without a thorough knowledge of its legal implications. As a result of this predicament, customers will frequently be unsure of what they are buying. Several respondents agreed that they did not receive an explanation while opening a bank account, and as a result, they did not fully grasp their rights and duties as a client.

The provisions governing the inclusion of standard clauses in particular are also contained in Article 22 of the Financial Services Authority Regulation Number 1/POJK.07/2013 concerning Consumer Protection in the Financial Services Sector. Article 22 paragraph (1) states that "in the event that the financial services business actor uses a standard agreement, the standard agreement must be prepared in accordance with the laws and regulations". Financial Services Businesses are required to fulfill balance, fairness, and fairness in making agreements with consumers.

Consumer protection measures In Article 22 paragraph (3) of Financial Services Authority Regulation Number 1/POJK.07/2013 concerning Consumer Protection in the Financial Services Sector and OJK Circular Letter Number 13/SEOJK.07/2014 concerning Standard Agreements, it is indeed very limited and impossible to obtain. protect consumers as a whole. However, these efforts are expected

to reduce losses from the use of standard clauses and prevent misuse of circumstances by parties with a stronger position, which can harm consumers.

Consumer protection in the financial services sector aims to build a reliable consumer protection system, increase consumer empowerment, and raise awareness of the importance of customer protection among financial services business actors, in this case the bank, in order to boost public confidence in the financial services sector/banks.

5. Conclusions

5.1. Conclusions

Regarding consumer protection, in this case bank customers, there are several things that customers need in an account opening agreement related to consumer protection law, including; 1) the agreement between the bank and the customer must not be harmed by each other; 2) there is a guarantee from the bank in case of negligence on the part of the bank; 3) proposal of appropriate agreement between the customer and the bank, not only the bank; 4) the proposed agreement regarding the minimum balance in the savings account so that the amount is reduced again; 5) agreements that regulate the possibilities that can occur in the future; and 6) security and convenience provided to customers.

5.2. Suggestion

1. If the bank still uses standard clauses, it must be accompanied by detailed explanations so as not to harm customers.
2. Educate staff at customer service to provide detailed explanations to customers who will open a savings account at a bank, and ensure that customers understand the contents of the agreement they have signed.

REFERENCES

- [1] M. Djumhana, "Hukum Perbankan di Indonesia, Cet." VI, PT. Citra Aditya Bakti, Bandung, 2012.

- [2] U. Rachmadi. *Penyelesaian pengaduan nasabah dan mediasi perbankan: alternatif penyelesaian sengketa perbankan dalam perspektif perlindungan dan pemberdayaan nasabah*. Bandung: Bandar Maju, 2011.
- [3] B. R. S. Hotma. "Hubungan bank dan nasabah terhadap produk tabungan dan deposito: suatu tinjauan hukum terhadap perlindungan depositan di Indonesia dewasa ini." Bandung: PT Citra Aditya Bakti, 1994.
- [4] S. Mertokusumo. "Mengenal Hukum: Suatu Pengantar, Edisi Kelima", Yogyakarta: Liberty, 2003.
- [5] D. Pasaribu. "Tinjauan Yuridis Persyaratan Pembukaan Rekening Tabungan pada Bank Dikaitkan dengan Syarat Dewasa dalam Hukum Positif Di Indonesia (Studi di Bank Tabungan Negara Cabang Medan)". 2021.
- [6] Surat Edaran Otoritas Jasa Keuangan (SEOJK) Nomor: 13/SEOJK.07/2014 Tentang Perjanjian Baku.
- [7] M. Faizin, Klausula Eksonerasi Pada Perjanjian Baku Dalam Perspektif Hukum Islam, *Jurnal Institut Agama Islam Negeri, Metro, Volume, 2, Nomo 2, 2018, hlm. 50-63.*
- [8] R. Patrisia, Pelaksanaan Perjanjian Antara Bank Penerbit Kartu Kredit (Issuer) Dengan Pemegang Kartu (Card Holder) Dalam Penggunaan Kartu Kredit (Studi Pada PT. Bank Rakyat Indonesia, Tbk. Cabang Padang). *ADIL: Jurnal Hukum, 9(1), 2018, 079-095.*
- [9] D. Sukandar, "Panduan Membuat Kontrak Bisnis." Jakarta: Visimedia, 2017.
- [10] A. Muhammad, "Hukum Perdata Indonesia cetakan kelima." Bandar Lampung: PT. Citra Aditya Bakti, 2014.
- [11] O. S. Matompo, and M. N. Harun, *Pengantar Hukum Perdata*, Malang: Setara Press, 2017.
- [12] N. Y. Nurhayani, *Hukum Perdata*. Bandung: Pustaka setia, 2015.
- [13] T. Soenandar, F. Djamil, M. D. Badrulzaman, S. R. Sjahdeini, & H. Seoprptono, *Kompilasi Hukum Perikatan*. Citra Aditya Bakti, Bandung, 2016.
- [14] A. Muhammad. *Hukum Perikatan*. PT. Citra Aditya Bakti. Bandung. 2006.
- [15] A. Setiantoro, F. D. Putri, A. Novitarani, & R. Njatrijani, Urgensi Perlindungan Hukum Konsumen Dan Penyelesaian Sengketa E-Commerce Di Era Masyarakat Ekonomi Asean. *Jurnal Rechts Vinding: Media Pembinaan Hukum Nasional, 7(1), 2018. 1-17.*
- [16] J. W. Creswell, *Research Design: pendekatan kualitatif, kuantitatif, dan mixed*. Yogyakarta: Pustaka Pelajar, 2012.