PERLINDUNGAN HUKUM NASABAH BANK DIGITAL SEABANK TERHADAP KLAUSULA BAKU DALAM PERJANJIAN LAYANAN DITINJAU BERDASARKAN UNDANG-UNDANG NOMOR 8 TAHUN 1999

ABSTRAK

Perkembangan teknologi informasi telah mendorong pertumbuhan layanan perbankan digital di Indonesia salah satunya Seabank. Dalam penyelenggaraan layanannya, Seabank menggunakan perjanjian baku yang wajib disetujui oleh nasabah sebelum menggunakan layanan. Namun, beberapa ketentuan dalam perjanjian layanan Seabank diduga memuat klausula yang dimana menempatkan sebagian risiko dan tanggung jawab bank kepada nasabah sehingga menyebabkan kerugian bagi nasabah. Penelitian berfokus kepada dua rumusan masalah, yaitu perlindungan hukum bagi nasabah terhadap klausula baku dalam perjanjian layanan Seabank yang ditinjau berdasarkan Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen dan upaya hukum yang dapat ditempuh oleh nasabah apabila mengalami kerugian akibat penerapan klausula baku tersebut. Dalam penelitian ini digunakan metode penelitian hukum normatif yang didasarkan pada pendekatan perundang-undangan, pendekatan konseptual, dan pendekatan kasus. Sumber data yang digunakan berupa data sekunder. Analisis data digunakan secara deskriptif kualitatif. Penelitian menunjukan penemuan bahwa beberapa klausula perjanjian Pasal 21 dan Pasal 22 Perjanjian Layanan Seabank bertentangan dengan Pasal 18 ayat (1) huruf a dan g Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen serta Pasal 46 ayat (2) Peraturan Otoritas Jasa Keuangan Nomor 22 Tahun 2023 karena mengandung unsur pengalihan dan pembatasan tanggung jawab pelaku usaha serta memberikan keleluasaan kepada Seabank untuk melakukan perubahan atau penetapan ketentuan tertentu secara sepihak. Keberadaan klausula tersebut menimbulkan ketidakseimbangan kedudukan para pihak dan mengurangi perlindungan hukum bagi nasabah yang berkedudukan sebagai konsumen jasa keuangan. Berdasarkan Pasal 18 ayat (3) Undang-Undang Perlindungan Konsumen klausula baku yang tidak sesuai dengan aturan tersebut dinyatakan batal demi hukum. Upaya penyelesaian yang tersedia bagi nasabah dapat dilakukan secara nonlitigasi melalui pengaduan kepada Seabank, pengajuan sengketa melalui Lembaga Alternatif Penyelesaian Sengketa Sektor Jasa Keuangan, Pengaduan kepada Otoritas Jasa Keuangan, maupun penyelesaian sengketa juga dapat ditempuh melalui pengadilan sesuai dengan mekanisme yang diatur dalam ketentuan perundang-undangan yang berlaku.

Kata Kunci: Perlindungan hukum, Klausula Baku, Seabank

LEGAL PROTECTION OF SEABANK DIGITAL BANK CUSTOMERS AGAINST STANDARD CLAUSES IN SERVICE AGREEMENTS REVIEWED UNDER LAW NUMBER 8 OF 1999

ABSTRACT

The rapid development of information technology has encouraged the growth of digital banking services in Indonesia, one of which is SeaBank. In providing its services, SeaBank uses a standard agreement that must be accepted by customers before they can access and utilize the services offered. However, several provisions contained in SeaBank's service agreement are suspected of including clauses that limit or transfer the bank's liability to customers, potentially causing harm to consumers. This study focuses on two research problems, namely: the legal protection available to customers against standard clauses contained in SeaBank's service agreement as reviewed under Law Number 8 of 1999 concerning Consumer Protection, and the legal remedies that may be pursued by customers who suffer losses as a result of the implementation of such standard clauses. This research employs a normative legal research method using statutory, conceptual, and case approaches. The data used in this study consist of secondary data, including primary legal materials, secondary legal materials, and tertiary legal materials. The data were analyzed using a descriptive qualitative method.The results of this study indicate that several clauses contained in Articles 21 and 22 of the SeaBank Service Agreement have the potential to conflict with Article 18 paragraph (1) letters a and g of Law Number 8 of 1999 concerning Consumer Protection, as well as Article 46 paragraph (2) of Financial Services Authority Regulation Number 22 of 2023, because they contain elements of liability transfer and limitation of responsibility by the business actor and grant SeaBank the authority to impose changes or establish certain provisions unilaterally. The existence of such clauses may create an imbalance in the legal position of the parties and reduce legal protection for customers as consumers of financial services. Pursuant to Article 18 paragraph (3) of the Consumer Protection Law, any standard clause that contravenes these provisions shall be deemed null and void by operation of law. The legal remedies available to customers include non-litigation dispute resolution through complaints submitted to SeaBank, dispute settlement through the Financial Services Sector Alternative Dispute Resolution Institution (LAPS SJK), complaints filed with the Financial Services Authority (OJK), as well as litigation through the courts in accordance with applicable laws and regulations.

Keywords: *Legal Protection, Standard Clauses, SeaBank.*