 p-ISSN: 2548-9267 | e-ISSN : 2549-2365, Open Access at : *http://unramlawreview.unram.ac.id/index.php/ulrev*

Consumer and Community Protection in the Banking Financial Services Sector

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ABSTRACT

The purpose of this study is to find and discover new legal theories and norms related to the legal protection of consumers and society in the banking financial services sector; the role of the state in contributing to the legal protection of consumers and society in the banking financial services sector, and the resolution of disputes between financial service actors and consumers of banking financial services who are harmed. The method used in this study is Normative legal research using a conceptual approach, legislation, by conducting a literature study. The legal materials obtained are analyzed using qualitative analysis methods. The role of the Financial Services Authority is not limited to facilitating consumer protection, which accommodates and becomes a mediation institution, but also becomes an institution that takes sides with consumers in the form of legal defense activities, the forms of protection carried out by the Financial Services Authority include efforts to prevent violations and restore consumer rights if there is a loss experienced by consumers. The resolution of disputes between financial service actors and consumers of banking financial services is carried out by the Indonesian Banking Dispute Resolution Alternative Institution (LAPSI). Consumer protection in the financial services sector constitutes an integrated framework encompassing the Consumer Protection Law and the OJK Law, with the OJK acting as the primary regulator responsible for both preventive and enforcement functions, though dispute resolution has largely been delegated to LAPS, creating normative inconsistencies. Bank liability for customer losses, including those arising from electronic banking, is grounded in fault-based liability principles (tort and breach of contract), with obligations to ensure system security and a tendency for the burden of proof to shift to the bank. The enactment of POJK 2022 further narrows the OJK's role to regulation and supervision, while dispute resolution is predominantly managed by LAPS, thereby diminishing OJK's direct facilitative function and its position as a buffer institution. To address these challenges, regulatory harmonization between OJK and LAPS, enhanced oversight of LAPS, the establishment of a digital complaint system, and clarification of OJK's dispute resolution role are recommended. Additionally, strengthening electronic banking regulations through progressive liability principles, greater transparency, and simplified dispute resolution mechanisms is essential. Finally, reconstructing POJK 2022 to restore OJK's facilitative

DOI: https://doi.org/10.29303/ulrev.v101.467

function and enable intervention when LAPS proves ineffective is necessary to safeguard consumer protection.

Keywords: Consumer Protection; Society; Financial Services Institutions; Dispute Resolution.

INTRODUCTION

Along with the development and dynamics of changes caused by advances in science and technology, a new nuance has emerged in national economic development[1]. It is undeniable that the occurrence of "the increasingly rapid development of technology and information" has encouraged an increasingly transparent and unhindered flow of information between companies and their consumers. The flow of information can be responded to well by consumers along with the increasing quality of education which causes consumers' critical power to increase"[2].

> *"In such a visualization, it can be understood, "the rapid progress of information technology has shown its identity in human civilization. Almost all aspects of human life have been significantly influenced by advances in information technology. This can be seen in the use of electronic-based information technology, one of which is through the internet"*[3].

The use of the internet does not merely shift the way we interact, but also reshapes the very existence of business actors. Ontologically speaking, businesses no longer exist solely as economic entities, but as digital entities operating within a boundless network. Epistemologically, knowledge about products has shifted from a producer monopoly toward an open and participatory shared space. In the axiological dimension, business values are required to move toward transparency and accountability. From this, a shift in principle is evident from caveat emptor to caveat venditor, In this theory, business actors must exercise caution regarding their products. This doctrine has emerged because it is believed that business actors are the parties best positioned to possess accurate information about the goods and/or services offered to consumers[4], including about the availability of goods or services needed by the community, product quality, safety, price, about various requirements or how to obtain them, about product guarantees or warranties, product availability, availability of spare parts, after-sales service, and other things related to that[5].

Ideally, the information provided by the business actors should not only highlight the advantages of a product, but should also be balanced with information containing the disadvantages of the product in question. Especially regarding matters concerning consumer safety and security[6], so that consumers can truly use the information provided by the business actors in making their choice of a product appropriately[7]. This ideal concept is a moral guideline that must be adhered to and applied by business actors in providing product information to consumers, not only as a form of respect for consumers on the one hand, but also on the other hand as an important contribution for business actors in assisting the government in maintaining the certainty of the realization of order in consumer protection traffic, especially in the field of financial services amidst the rapid flow of globalization and information technology today.

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[1]M. Ali Mansyur, *Penegakan Hukum Tentang Tanggung Gugat Produsen Dalam Perwujudan Perlindungan Konsumen* (Genta Pres: Yogyakarta, 2007). Pg. 1

[2]Doni Juni Priansa, *Perilaku Konsumen Dalam Persaingan Bisnis Kontenporer* (Alfabeta, Bandung, 2017). Pg. 130

[3]Rudyanti Dorotea Tobing, *Hukum, Konsumen Dan Masyarakat Sebuah Bunga Rampai*, Cet II (,Laksbang Mediatama, Yogyakarta, 2015). Pg. 9

[4]Terence A. Shimp, *Periklanan Promosi Dan Aspek Tambahan Komunikasi Pemasaran Terpadu*, Edisi ke 5 (Jakarta: Airlangg, 2033). Pg. 358.

[5]A.Z. Nasution, *Hukum Perlindungan Konsumen, (Suatu Pengantar)* (Yogyakarta: Diadit medi, 2001). Pg. 5

[6]Nurhaina Burhan, "Hak Konsumen Keamanan Dan Perlindungan," *Harian Waspada Sabtu 27 Mei 2000*, n.d.

[7]Scientia De Lex and Steven S Gugu, "SANKSI HUKUM IKLAN SESAT YANG DIMUAT DI MEDIA SOSIAL," *Journal Scientia De Lex* 10, no. 3 (December 29, 2022), https://ejournal.unpi.ac.id/index.php/scientia/article/view/264.

Globalization in the financial system and the rapid development of information technology and financial innovation have created a very complex, dynamic, and interrelated financial system between financial sub-sectors both in terms of products and institutions. The rapid development of information technology institutions and the challenges of global business have had a significant impact on the financial services industry in our country. Moreover, the emergence of the monetary crisis in developed countries such as America and several other European countries has made the government see the need for a stable, strong, and credible financial system for existing financial services institutions, both in the banking sector and non-bank financial institutions[8].

This ideal concept does not remain merely a prescriptive norm, but rather takes the form of a moral imperative that demands internalization within the consciousness of business actors. The provision of product information is no longer merely a communicative act, but rather a recognition of consumers as autonomous subjects. At the same time, it serves as a structural contribution to the realization of certainty and order in the realm of consumer protection. In the financial services sector, this imperative is becoming increasingly urgent amid the acceleration of globalization and information technology, which are expanding the scope of interaction while deepening the potential for asymmetry. Globalization in the financial system, intertwined with the acceleration of information technology and financial innovation, has given rise to a complex, fluid, and interconnected structure across subsectors. The relationship between products and institutions is no longer linear; rather, it forms an interdependent network in which each node influences and is influenced by the others. In this landscape, the financial system emerges as a dynamic yet vulnerable entity, demanding an analysis that is not only technical but also reflective and critical.

The rapid development of financial markets in the era of globalization and the development of financial product dynamics in domestic and international financial markets have implications for changes in the structure of increasingly complex financial markets, so that in its operations it requires supervision by an institution that has the main task as a supervisory institution for services in the financial sector. The integrated supervisory institution was formed with the intention of creating an integrated supervisory institution for banking, capital markets, pension funds, insurance and other financial institutions in order to reduce the level of risk in the financial sector and anticipate the development of universal products, increase market confidence, consumer protection, transparency, financial business practice standards, and reduce crime in the financial sector[9].

The establishment of the Institution is based on Financial Services Regulation (POJK) Number 1/POJK.07/2014 Concerning alternative dispute resolution institutions in the financial services sector, continued through an MoU between 6 (six) Banking Associations, namely the National Bank Association (PERBANAS), the State-Owned Bank Association (HIMBARA), the Regional Development Bank Association (ASBANDA), the Sharia Bank Association (ASBISINDO), and the Association of Indonesian International Banks (PERBINA), and the Association of Indonesian Rural Credit Banks (PERBARINDO) dated May 5, 2014[10].

The establishment of LAPSPI is inseparable from the resolution of consumer disputes that sometimes do not reach an agreement between consumers and financial institutions (Banks)

[8]Irma Sari Permata et al., "Perlindungan Konsumen Di Sektor Jasa Keuangan Perbankan," *SULUH: Jurnal Abdimas* 1, no. 2 (February 4, 2020): 122–29, https://doi.org/10.35814/SULUH.V1I2.1234.

[9]Tentang Rafela Ashyla Zahra, Luthfi Abdurrahman, and Asmak Ui Husnoh, "Perlindungan Hukum Bagi Nasabah Bank Selaku Konsumen Ditinjau Dari Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen," *Indonesian Journal of Law and Justice* 1, no. 4 (April 25, 2024): 9–9, https://doi.org/10.47134/IJLJ.V1I4.2376.

[10]Tengku Rahmah Ramadhani, Andri Brawijaya, and Imam Abdul Aziz, "Peran Lembaga Alternatif Penyelesaian Sengketa Perbankan Indonesia (LAPSPI) Dalam Penyelesaian Sengketa Pembiayaan Di Bank Syariah," *TAWAZUN : Journal of Sharia Economic Law* 4, no. 1 (June 29, 2021): 14–31, https://doi.org/10.21043/TAWAZUN.V4I1.8996.

so that LAPSI is formed and handled by people who understand the world of banking and are able to resolve dispute processes quickly, cheaply, fairly and efficiently[11].

The Banking Sector are currently experiencing very rapid development. Therefore, to realize a financial system that grows sustainably and stably[12], and is able to protect the interests of consumers and the community[13], so that the stability of the financial system is not disturbed. It is a rational consideration that the establishment of an integrated supervisory institution in the financial services sector is needed, especially at the empirical level. Many banks in Indonesia, both conventional and sharia systems, do not guarantee healthy banking businesses. There are many potential problems that may harm customers. Moreover, considering the position of customers as a party that tends to be weaker than the bank[14], this position is often exploited by business actors in the financial services sector in promoting and marketing various types of financial services in an exploitative manner, the blurring of product information provision, and other things related to it.

Departing from the dynamics of consumer problems in the financial services sector, the government has been prompted to formulate policies to realize all financial services activities in the financial services sector to be organized regularly, fairly, transparently, and accountably, and to be able to realize a financial system that grows sustainably and stably, and is able to protect consumer interests[15].

With regard to the formation and formulation of normative provisions in relation to government efforts to provide consumer protection from the entire series of financial services activities in the financial services sector, especially in the banking sector, it is important to conduct a legal review, to what extent the existence of the intended policy provides protection to consumers, and the responsibilities of financial services actors and the resolution of disputes.

METHOD

This study was conducted to find solutions to the legal issues that have arisen. Therefore, the type of research and method used in this study is normative legal research, which involves a document-based study focused on examining concepts, theories, and legislation in order to find answers to the research questions or issues under investigation. Since this study employs a normative legal research design, the approach used is the statute approach, which involves examining laws and regulations related to the central theme of the study. The analytical approach (Analisis approach) involves analyzing all policies issued by the government in the form of laws or regulations that are certainly correlated with the topic under study. The conceptual approach (conceptual approach) is used to explore legal and social concepts and doctrines related to the issue under study. To supplement the data, a sociological approach is employed.

[11]Anita Afriana and Efa Laela Fakhriah, "Understanding The Plurality Of Consumer Dispute Resolution In Indonesia: A Comparative Study With Singapore," *Yuridika* 34, no. 1 (January 1, 2019): 1–20, https://doi.org/10.20473/YDK.V34I1.9091.

[12]Widhi Ariyo et al., "PELAKSANAAN FUNGSI PERLINDUNGAN KONSUMEN DI SEKTOR PERBANKAN OLEH OTORITAS JASA KEUANGAN," *Moneter : Jurnal Keuangan Dan Perbankan* 7, no. 2 (October 1, 2019): 66–74, https://doi.org/10.32832/MONETER.V7I2.2520.

[13]"UU No. 21 Tahun 2011 Otoritas Jasa Keuangan," accessed November 20, 2025, https://peraturan.bpk.go.id/Details/39257/uu-no-21-tahun-2011.

[14]Rati Maryani Palilati, "PERLINDUNGAN HUKUM KONSUMEN PERBANKAN OLEH OTORITAS JASA KEUANGAN," *Jurnal IUS Kajian Hukum Dan Keadilan* 5, no. 1 (April 27, 2017): 49–67, https://doi.org/10.29303/IUS.V5I1.414.

[15]"Undang-Undang Nomor 21 Tahun 2011 Tentang Otoritas Jasa Keuangan," accessed November 20, 2025, https://ojk.go.id/id/regulasi/otoritas-jasa-keuangan/undang-undang/Pages/undang-undang-nomor-21-tahun-2011-tentang-otoritas-jasa-keuangan.aspx.

ANALYSIS AND DISCUSSION

While the Consumer Protection Law and the OJK Law establish a normative framework, their implementation reveals inconsistencies, particularly with the delegation of dispute resolution to LAPS SJK. This institutional arrangement has been criticized for weakening OJK's facilitative role and creating uncertainty for consumers seeking redress. Scholars note that such fragmentation undermines legal certainty and diminishes the effectiveness of consumer protection mechanisms, especially in cases involving electronic banking fraud and insurance disputes.[16]

A deeper analysis must interrogate whether the liability principles applied—primarily fault-based liability—are adequate in addressing systemic risks in digital financial services. The narrowing of OJK's role under POJK No. 6/POJK.07/2022 further complicates matters, as dispute resolution is predominantly handled by LAPS, leaving gaps in accountability and transparency. Empirical studies suggest that consumers often face procedural barriers in accessing remedies, highlighting the need for harmonization of OJK–LAPS regulations, stronger oversight, and reconstruction of POJK 2022 to restore OJK's facilitative function.[17] Without such reforms, consumer rights risk remaining theoretical rather than enforceable.

Finally, critical engagement should also consider comparative perspectives and progressive liability doctrines. The reliance on fault-based liability may be insufficient in the context of electronic banking, where systemic risks and technological vulnerabilities demand stricter accountability. Scholars argue for the adoption of more progressive principles, such as strict liability and burden-shifting mechanisms, to ensure equitable protection. This approach would not only strengthen consumer confidence in financial services but also align Indonesia's regulatory framework with international best practices in consumer protection law.

Legal Protection for Consumers and the Public in the Banking Financial Services Sector.

The realization of OJK's obligation to provide special protection for consumers in the financial services sector, OJK then in 2014 formed the Consumer Dispute Resolution Institution (hereinafter referred to as LAPS-SJK) through OJK Regulation (hereinafter referred to as POJK) Number 1 of 2014, to resolve disputes outside the courts, namely mediation, adjudication, and arbitration. The presence of LAPS-SJK is then suspected as a form of lex specialist from BPSK to handle disputes specifically between PUJK and consumers in the financial services sector. So since the formation of LAPS-SJK, PUJK in its efforts to resolve disputes with consumers is required to choose LAPS-SJK as its dispute resolution body in accordance with the provisions regulated by OJK. BPSK was first established on July 21, 2001 through Presidential Decree of the Republic of Indonesia Number 90 of 2001. With its age of almost 15 (fifteen) years, the existence of BPSK is very prominent. This is indicated by the large number of consumers who submit disputes to BPSK. One example is the BPSK of DKI Jakarta Province which received 111 lawsuits from consumers in 2014 and 121 cases in 2015[18].

Resolving disputes through BPSK is considered easier for consumers than having to resolve disputes through the district court. The consideration for choosing consumer dispute resolution through BPSK rather than the district court is because the dispute resolution period at BPSK is relatively shorter, namely where consumer disputes submitted must be resolved within

[16]Ni'ma Ulinihayati and Yunus Husein, "PENYELESAIAN SENGKETA PERASURANSIAN MELALUI LEMBAGA ALTERNATIF PENYELESAIAN SENGKETA SEKTOR JASA KEUANGAN (LAPS SJK)," *Masalah-Masalah Hukum* 51, no. 3 (July 30, 2022): 209–21, https://doi.org/10.14710/MMH.51.3.2022.209-221.

[17]"Peraturan OJK No. 6/POJK.07/2022 Tahun 2022," accessed May 6, 2026, https://peraturan.bpk.go.id/Details/227355/peraturan-ojk-no-6pojk072022-tahun-2022.

[18]Inosentius Samsul, "Perlindungan Konsumen Jasa Keuangan Pasca Pembentukan Otoritas Jasa Keuangan (Ojk)," *Negara Hukum* 4, no. 2 (2013): 153–66, file:///C:/Users/Hp/Downloads/ERLINDUNGAN KONSUMEN JASA KEUANGAN PASCA PEMBENTUKAN OTORITAS JASA KEUANGAN (OJK).pdf.

21 (twenty one) working days. The existence of BPSK then received a challenge from OJK which issued POJK Number 1 of 2014 concerning LAPS-SJK. The establishment of LAPS-SJK seems to want to reduce BPSK's authority in resolving consumer disputes. LAPS-SJK was formed with the intention of being an alternative for resolving consumer disputes in the financial services sector who feel disadvantaged by the actions of financial services business actors.

The Role of the Financial Services Authority in Protecting Consumers in the Financial Services Sector

The Financial Services Authority as a supervisory institution for the financial services sector was established based on Law No. 21 of 2011 concerning the Financial Services Authority. The Financial Services Authority Law basically contains provisions on the organization and governance of institutions that have regulatory and supervisory authority over the financial services sector. Meanwhile, provisions regarding types of financial services products, scope and limits of activities of financial services institutions, qualifications and criteria for financial services institutions, health levels and prudential regulations, as well as provisions on supporting services for the financial services sector and so on concerning financial services transactions are regulated in separate sectoral laws, namely laws on banking, capital markets, insurance businesses, pension funds, and other laws and regulations related to other financial services sectors[19].

Institutionally, the Financial Services Authority is outside the government, which means that the Financial Services Authority is not part of the government's authority. However, it does not rule out the possibility of government representative elements because in essence the Financial Services Authority is an authority in the financial services sector that has strong relations and connections with other authorities, in this case the fiscal and monetary authorities.

Fiscal authority is an economic policy in order to direct economic conditions to become better by changing government revenues and expenditures. Meanwhile, the monetary authority is an entity that has the authority to control the amount of money circulating in a country and has the right to set interest rates and other parameters that determine the cost and supply of money. Generally, the monetary authority is the central bank, although sometimes the government executive institution has the highest right to determine monetary policy by controlling the central bank. Therefore, the Financial Services Authority involves representatives of elements from both authorities ex-officio. The existence of this ex-officio is intended for the coordination, cooperation, and harmonization of policies in the fiscal, monetary, and financial services sectors[20].

Within the framework of the Financial Services Authority's supervisory function in the business activities of the financial services sector, one of its duties is to provide guaranteed protection for consumers of financial services institutions. In Indonesia, government intervention through consumer protection laws has given birth to a legal framework for consumer protection in accordance with the types and hierarchies of laws and regulations recognized in Law No. 12 of 2011 as amended by Law No. 13 of 2022 concerning Amendments to Law No. 12 of 2021 concerning the Formation of Laws and Regulations.

Article 7:

(1) Types and hierarchy of Legislation consist of:

a. The 1945 Constitution of the Republic of Indonesia;

b. Decrees of the People's Consultative Assembly;

[19]"UU No. 21 Tahun 2011 Otoritas Jasa Keuangan."
[20]"UU No. 21 Tahun 2011 Otoritas Jasa Keuangan."

c. Laws/Government Regulations in Lieu of Laws;

d. Government Regulations;

e. Presidential Regulations;

f. Provincial Regulations; and

g. Regency/City Regulations.

(2) The legal force of Legislation is in accordance with the hierarchy as referred to in paragraph (1).

Article 8:

(1) Types of Legislation other than those referred to in Article 7 paragraph (1) include regulations stipulated by the People's Consultative Assembly, People's Representative Council, Regional Representative Council, Supreme Court, Constitutional Court, Audit Board, Judicial Commission, Bank Indonesia, Ministers, agencies, institutions, or commissions of the same level established by Law or the Government on the orders of Law, Provincial People's Representative Council, Governor, Regency/City People's Representative Council, Regent/Mayor, Village Head or equivalent.

(2) The laws and regulations referred to in paragraph (1) are recognized and have binding legal force as long as they are ordered by higher laws and regulations or are formed based on authority.

Referring to the types and hierarchy of laws and regulations in Article 7 and Article 8 of Law No. 12 of 2011, the legal framework for consumer protection can be traced from the 1945 Constitution of the Republic of Indonesia (UUD 1945) to regional regulations of districts and cities and laws and regulations issued by government institutions, including certain ministries.

One of the authorities of the Financial Services Authority granted by law is to stipulate laws and regulations in the financial services sector. The authority of the Financial Services Authority to stipulate regulations and decisions functions as a self-regulatory body. This authority can be applied as a complement to existing laws and regulations, or it can also fill the gaps in existing government regulations and supervision. The ability of this self-regulatory body to carry out the authority to apply the law is not always a form of transfer of authority from the government.

The authority of the Financial Services Authority to establish regulations and decisions functions as a self-regulatory body. With this authority, the Financial Services Authority issued Regulation No. 1/POJK.07/2013 concerning Consumer Protection in the Financial Services Sector and Regulation No. 1/POJK.07/2014 concerning Alternative Dispute Resolution Institutions in the Financial Services Sector. This regulation is stipulated as the duties and functions of the Financial Services Authority in protecting consumers of financial services institutions. Thus, the regulations of the Financial Services Authority are in accordance with the hierarchy of laws and regulations.

The birth of the Alternative Dispute Resolution Institution in order to provide protection for consumers in the financial services sector as mandated by the Consumer Protection Law. The Consumer Protection Law is the umbrella for all laws and regulations related to consumer protection. The General Explanation section of the law states:

"In addition, the Law on Consumer Protection is basically not the beginning and end of the law governing consumer protection, because until the formation of the Law on Consumer Protection, there have been several laws whose material protects the interests of consumers."

The Financial Services Authority Law is one example of a law that was born after the Consumer Protection Law which specifically strengthens the legal system of consumer protection in financial services institutions.

The legal framework for consumer protection, not only at the level of laws such as the Consumer Protection Law and the Financial Services Authority Law, but there are also laws and regulations below it as implementing regulations for each of these laws[21] .

The formulation of consumer protection contained in the Financial Services Authority Law, the role of the Financial Services Authority is not limited to facilitating consumer protection, which accommodates and becomes a mediation institution, but also becomes an institution that takes sides with consumers in the form of legal defense activities. In addition, the forms of protection carried out by the Financial Services Authority include protection in the sense of efforts to prevent violations and restore consumer rights if consumers experience losses.

Consumer Protection in the Financial Services Sector After the Issuance of Financial Services Authority Regulation No. 1/POJK.07/2014 concerning Alternative Dispute Resolution Institutions in the Financial Services Sector.

The consumer protection provisions in the Financial Services Authority Regulation begin with the obligations of financial service business actors, facilitation of consumer complaints and provision of complaint resolution facilities by the Financial Services Authority, internal control, supervision of financial service consumer protection, and sanctions.

The core of the substance of the obligations of business actors in the Financial Services Authority Regulation actually has relevance to the protection of consumer rights in the Consumer Protection Law, both rights before the transaction (right to information and education) rights at the time of the transaction (balanced and fair agreement), and consumer rights after the transaction such as the obligation to pay compensation or facilitate the resolution of financial service consumer complaints[22].

The Financial Services Authority Regulation regulates several important substances starting from the definition of consumer protection which is defined as protection against consumers with the scope of the behavior of financial service business actors. When compared with the formulation of consumer protection in the Consumer Protection Law, it is clear that the formulation of consumer protection in the Financial Services Authority Regulation is more focused on consumer protection whose object is the behavior of financial service business actors.

One of the principles in legal science is the principle of lex specialis derogat legigeneralis which means that special legal rules will override general legal rules. However, it should be noted that there are several principles that must be considered in the principle of lex specialis derogat legi generalis[23], namely:

[21]HEPPY SILVIA CANDRA, "TRANSAKSI PERJANJIAN JUAL BELI MOBILE PHONE REKONDISI YANG MASIH BERGARANSI KEPADA KONSUMEN DI WILAYAH MOSES YOGYAKARTA DI TINJAU DARI ASPEK HUKUM PERDATA," April 24, 2018.

[22]CANDRA.can not be separated from the\nlive of community we can receive various source of information in the precence with\ntelecomunication equipment called mobile phone to find out validity of the purchase\nagreement to buy reconditioned mobile phone and to know the accountability of\nreconditioned mobile phone bussines actor, the writting of this law empirical method,\nfocusing on human behaviour, in therms legal aspects and primary data obtained from\nrespondents, mobile phone recondition purchase agreement not valid and void because the\nobject of the agreement does not have a halal cause element, recondition mobile phone\nbusines actor willing to be responsible for the losses received by consumers who already\nbought a reconditioned mobile phone warranty, the essence of material civil law,

[23]CANDRA.can not be separated from the\nlive of community we can receive various source of information in the precence with\ntelecomunication equipment called mobile phone to find out validity of the purchase\nagreement to buy reconditioned mobile phone and to know the accountability of\nreconditioned mobile phone bussines actor, the writting of this law empirical method,\nfocusing on human behaviour,

1. The provisions found in general legal rules remain valid, except those specifically regulated in the special legal rules;
2. The provisions of lex specialis must be equal to the provisions of lex generalis (law with law);
3. The provisions of lex specialis must be in the same legal environment (regime) as lex generalis. For example, the Commercial Code and the Civil Code are both included in the civil legal environment.

The Financial Services Authority has specifically provided consumer dispute resolution services for financial services institutions through Financial Services Authority Regulation No. 1/POJK.07/2013 concerning Consumer Protection in the Financial Services Sector. However, with the existence of Financial Services Authority Regulation No. 1/POJK.07/2014 concerning Alternative Dispute Resolution Institutions in the Financial Services Sector, the role of the Financial Services Authority, which previously provided facilities for resolving consumer complaints, now acts to establish regulations, supervise, and take action against financial services sector business actors who violate the provisions of the Financial Services Authority Regulation.

In Financial Services Authority Regulation No. 1/POJK.07/2013 concerning Consumer Protection in the Financial Services Sector, the role of the Financial Services Authority includes[24]: 1)Consumers can submit complaints that indicate disputes between financial services business actors and consumers to the Financial Services Authority; (2) Consumers and/or the public can submit complaints that indicate violations of the provisions of laws and regulations in the financial services sector to the Financial Services Authority.

The Financial Services Authority then provides facilities for resolving these complaints by bringing together consumers and financial service business actors to fundamentally review the problems in order to reach a settlement agreement. With these efforts, the Financial Services Authority can directly and deeply understand the problems between consumers and financial service sector actors so that appropriate and fair solutions can be accepted by all parties in dispute. In Financial Services Authority Regulation No. 1/POJK.07/2014 concerning Alternative Dispute Resolution Institutions See Article 109 Letter a of Law Number 40 of 2007 concerning Limited Liability Companies.

Dispute Resolution in the Financial Services Sector, the role of the Financial Services Authority in providing consumer complaint resolution facilities no longer exists. Settlement See Article 109 Letter a of Law Number 40 of 2007 concerning Limited Liability Companies. Dispute resolution through alternative channels is fully delegated to Institution A See Article 109 Letter a of Law Number 40 of 2007 concerning Limited Liability Companies.

The Role of the Financial Services Authority in Regulation No. 1/POJK.07/2014, namely receiving periodic reports from Alternative Dispute Resolution Institutions every 6 (six) months, namely in June and December to the Financial Services Authority, no later than the 10th of the following month. The report to the Financial Services Authority must at least contain information about[25]:

a. Number of dispute resolution applications;

[24]Lukman Hakim, "Kewenangan Organ Negara Dalam Penyelenggaraan Pemerintahan," *Jurnal Konstitusi* 4, no. 1 (2011), https://www.neliti.com/publications/115327/kewenangan-organ-negara-dalam-penyelenggaraan-pemerintahan#cite.

[25]Dwi Edi Wibowo, "Penerapan Konsep Utilitarianisme Untuk Mewujudkan Perlindungan Konsumen Yang Berkeadilan Kajian Peraturan Otoritas Jasa Keuangan Nomor: 1/POJK.07/2013 Tentang Perlindungan Konsumen Sektor Jasa Keuangan," *Syariah: Jurnal Hukum Dan Pemikiran* 19, no. 1 (March 23, 2019): 15–31, https://doi.org/10.18592/SY.V19I1.2296.kelebihan pinjam meminjam uang melalui layanan P2P-lending lainnya adalah syarat yang sangat mudah dan proses yang cepat dibandingkan meminjam uang melalui Lembaga Bank. Namun kemudahan transaksi yang ditawarkan oleh layanan P2P-lending justru memperlemah posisi dari konsumen. Permasalahan Bagaimanakah Penerapan Konsep Utilitarianisme Untuk Mewujudkan Perlindungan Konsumen Fintech. (Financial Technology

b. Demographics of consumers who submit dispute resolution applications;

c. Number of dispute resolution applications that are rejected because they do not meet the requirements (including reasons for rejection);

d. Disputes that are still in the process of being resolved;

e. The time period required to resolve each dispute;

f. Type of service and/or product that is the subject of the dispute; and

g. Number of disputes that have been decided and the results of monitoring the implementation of the decision in question.

In Article 28 and Article 29 along with its explanation in the Financial Services Authority Law, namely Article 28 For the protection of Consumers and the public, the Financial Services Authority is authorized to take measures to prevent losses to Consumers and the public, which include:

a. providing information and education to the public on the characteristics of the financial services sector, its services, and products;

b. requesting financial services institutions to stop their activities if the activities have the potential to harm the public; and

c. other actions deemed necessary in accordance with the provisions of laws and regulations in the financial services sector.

Article 29

The Financial Services Authority provides Consumer complaint services which include:

a. preparing adequate equipment for the service of complaints from Consumers who are harmed by perpetrators in financial services institutions;

b. creating a complaint mechanism for consumers who are harmed by perpetrators in financial services institutions; and

c. facilitating the resolution of complaints from Consumers who are harmed by perpetrators in financial services institutions in accordance with laws and regulations in the financial services sector.

Responsibilities of Financial Services Actors in the Banking Sector to Consumers Who Experience Losses in Using Financial Services in the Banking Sector.

As stated above, the absence of specific regulations regarding electronic banking in Indonesia is a problem in itself. However, if we examine it in the legal discipline, if an act results in a loss to another person, then the person who committed the act is obliged to be responsible and compensate for the loss of the other person arising from his actions. This concept is called qualitative responsibility, which is responsibility that arises because someone has certain qualities. Based on Indonesian law, a consumer who is harmed by a business actor, in this case a customer with a bank, can file a lawsuit against the party that caused the loss. The general qualification for a lawsuit is an unlawful act or breach of contract[26].

[26]Irma Runtu Joice, Thomas, "PERTANGGUNGJAWABAN BANK TERHADAP HAK NASABAH YANG DIRUGIKAN DALAM PEMBOBOLAN REKENING NASABAH," *LEX ET SOCIETATIS* 1, no. 1 (March 31, 2013), https://doi.org/10.35796/LES.V1I1.1317.

The Civil Code (KUHPer) has defined unlawful acts in Article 1365 of the KUHPer, namely; "Every unlawful act, which causes loss to another person, requires the person whose fault causes the loss, to compensate for the loss". However, banks are not always the perpetrators of losses suffered by customers, but banks as providers of electronic services and systems certainly cannot escape responsibility for customer security.

According to Article 16 letter b of the ITE Law, in organizing an electronic system, business actors are obliged to organize an electronic system by maintaining the integrity and confidentiality of the electronic system itself. In addition to the obligations of business actors, Article 4 letter a of the PK Law also regulates the rights of consumers (customers) to get a feeling of comfort, security, and safety when consuming or utilizing goods or services (electronic systems) from business actors (banks). Based on the provisions in the Banking Law, the bank has the responsibility to compensate customers who suffer losses. This is in accordance with the provisions contained in Article 19 paragraph (1) of the PK Law on Consumer Protection which 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."

Regulations regarding the obligation of banks to be responsible for their customers' funds can also be found at a lower level of regulation, namely in Bank Indonesia Regulation No. 16/1/2014 concerning Protection of Consumers of Payment System Services. Article 10 of the regulation states that "Organizers are obliged to be responsible to consumers for losses arising from errors of the Organizer's management and employees." In addition to Bank Indonesia, the Financial Services Authority (OJK) also issued a Regulation containing the obligation of banks to compensate for losses suffered by their customers. This regulation is contained in the Financial Services Authority Regulation (POJK) Number 1/POJK.07/2013 concerning Protection of Consumers in the Financial Services Sector Article 29 which states that "Financial Services Business Actors are obliged to be responsible for Consumer losses arising from errors and/or negligence, management, employees of Financial Services Business Actors and/or third parties working for the interests of Financial Services Business Actors."

The process of compensation to customers who suffer losses must first be proven regarding the cause of the loss of customer funds. This proof aims to determine whether the customer's loss was caused by the unlawful behavior of another party or purely due to the customer's fault. The party that must prove and investigate is the bank itself, this is related to the bank's ability to master technology and carry customer transaction data so that the bank is obliged to prove this. When the bank receives a report from a customer who has lost funds, the bank must check the customer's transaction history. The customer's transaction history can be found by tracing transaction data such as deposits, withdrawals, and/or sending funds via ATM/bank teller/e-banking which caused the customer's funds to decrease. After the data is obtained, clarification will be made to the customer. The customer will be asked which transactions were made by the customer and which transactions were not made by the customer. If suspicious transactions are found and not made by the customer themselves, further checks will be carried out such as checking CCTV if the transaction was made via an ATM machine or checking login details if the transaction considered suspicious was made via mobile banking. Of course, the handling procedures for each bank institution are different, but by checking these things, information will be obtained in the form of who has carried out the transaction process using the customer's ATM or e-banking account[27]. If the clarification results state that the loss of customer money is due to the unlawful actions of other people who intentionally want to take or control customer

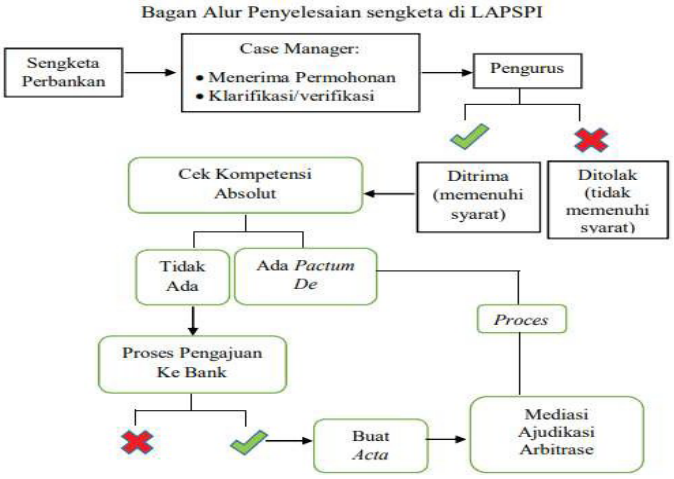
[27]Juniawan Komang, "PERLINDUNGAN HUKUM TERHADAP NASABAH KORBAN KEJAHATAN PENGGANDAAN KARTU ATM PADA BANK SWASTA NASIONAL DI DENPASAR," *Jurnal Magister Hukum Udayana (Udayana Master Law Journal)* 2, no. 2 (July 15, 2013), https://doi.org/10.24843/JMHU.2013.V02.I02.P07.

funds which causes the customer to suffer losses, then the bank will compensate for the losses suffered by the customer by returning the money lost from the customer's account. This applies vice versa, if it is proven that the loss of customer money is due to the customer's own behavior, then the bank will not be responsible for returning the money[28].

Settlement of Disputes Between Financial Service Actors and Consumers of Banking Financial Services Who Have Been Harmed.

a. Dispute Settlement by the Indonesian Banking Dispute Resolution Alternative Institution (LAPSPI)

Based on Article 4 of POJK Number 1/POJK.07/2014 concerning Alternative Dispute Resolution Institutions, Alternative Dispute Resolution Institutions must have at least 3 (three) dispute resolution services, namely mediation, adjudication, and arbitration. LAPSPI, which in this case is included as one of the Alternative Dispute Resolution Institutions included in the list of LAPS determined by OJK based on Decree Number KEP-6/D.07/2016 concerning the List of Alternative Dispute Resolution Institutions in the Financial Services Sector, so LAPSPI is also required to have these 3 (three) services. Based on the interviews I conducted, banks and customers when experiencing disputes and cannot resolve them internally and choose LAPSPI as a place to resolve disputes, they can choose one of these services[29].



The chart above is the flow of handling dispute cases at LAPSPI. The following is an explanation of the flow chart for handling dispute cases at LAPSPI[30]:

1. A dispute occurs in the banking sector that causes losses that can be measured in material terms.
2. The case manager receives a request for dispute resolution and analyzes whether the dispute received is a dispute in the banking sector or related to banking, then checks whether the dispute has been resolved internally with the bank (internal dispute resolution) and finally checks whether the dispute has never been examined or decided by the district court.

[28]Dian Ekawati, "PERLINDUNGAN HUKUM TERHADAP NASABAH BANK YANG DIRUGIKAN AKIBAT KEJAHATAN SKIMMING DITINJAU DARI PERSPEKTIF TEKNOLOGI INFORMASI DAN PERBANKAN," *UNES Law Review* 1, no. 2 (December 26, 2018): 157–71, https://doi.org/10.31933/LAW.V1I2.24.

[29]Yosua Gabriel Pradipta and Dona Budi Kharisma, "PROSES PENYELESAIAN SENGKETA DI LEMBAGA ALTERNATIF PENYELESAIAN SENGKETA PERBANKAN INDONESIA (LAPSPI)," *Jurnal Hukum Dan Pembangunan Ekonomi* 7, no. 2 (August 2, 2019): 293–301, https://doi.org/10.20961/HPE.V7I2.43020.

[30]Pradipta and Kharisma.

3. The administrator will determine whether the dispute can be resolved through one of LAPSPI's services. The dispute can be rejected if:
   a. Does not match the definition of a banking dispute
   b. Has been decided by a court/other institution
   c. Unlawful action (PMH)
   d. Rejected by the applicant
4. If the dispute has met the requirements and has been accepted by the LAPSPI management, the next thing to do is to check the absolute competence of the dispute whether there is a binding agreement between the bank and the customer to resolve the dispute at a certain institution.
5. After checking the dispute resolution agreement, if the parties have appointed LAPSPI as the place to resolve the dispute, the parties will immediately begin the dispute resolution process based on the services that have been agreed upon, both mediation, adjudication, and adjudication services. However, if during the absolute competence check no agreement is found regarding dispute resolution, LAPSPI will then follow up on the reporter's report to submit to the bank whether the bank is willing to resolve the dispute at LAPSPI or not.

If the bank agrees to resolve the dispute at LAPSPI, the parties are directed to make an acta compromise, namely: an agreement to resolve the dispute through mediation, adjudication, or arbitration after the dispute occurs. After the above process, the parties will resolve the case according to the services they have agreed upon. Mediation, adjudication and arbitration have the same settlement flow as explained above. The difference is only in the settlement process stage which will be explained below[31]:

1) Mediation

Mediation according to Gary Goodpaster, states that mediation is a problem-solving negotiation process where an impartial and neutral outside party works with the parties to help them reach a satisfactory agreement. Unlike a judge or arbitrator, a mediator does not have the authority to decide a dispute between the parties.

LAPSPI has two (2) services in the mediation service which are different from the adjudication and arbitration services which only have one (1) type of service, namely: a. Probono Service, which is a free mediation service provided by LAPSPI to the parties for disputes with a maximum compensation claim of IDR 500,000,000 (five hundred million rupiah). In this service, the parties cannot choose a mediator, but the LAPSPI management appoints 1 (one) permanent LAPSPI mediator to handle the resolution of the parties' disputes. b. Commercial Service, which is a service provided by LAPSPI for disputes with compensation claims above IDR. 500,000,000 (five hundred million rupiah) in this service the parties also have the right to choose one (1) or at most two (2) mediators registered in the list of permanent LAPSPI mediators.

The parties attending the mediation negotiation meeting organized by the mediator must attend the negotiation meeting and may not only be represented by their attorney. If required by the mediator, the presence of an attorney can even be limited by the mediator for the smooth running of the negotiation. If a party is a legal entity, then it must be represented by an authorized and legitimate administrator or employee or based on a special power of attorney stating the capacity of the legal entity representative, namely:

1. Representing the legal entity
2. Making decisions for and on behalf of the legal entity
3. Making peace for and on behalf of the legal entity.

[31]Ekawati, "PERLINDUNGAN HUKUM TERHADAP NASABAH BANK YANG DIRUGIKAN AKIBAT KEJAHATAN SKIMMING DITINJAU DARI PERSPEKTIF TEKNOLOGI INFORMASI DAN PERBANKAN."

As long as the mediation process has not reached a peace agreement, one party can declare to withdraw from the mediation process to the mediator, with a copy to the other party and the administrator. Provided that there are strong reasons and evidence that the other party shows bad faith in undergoing the mediation process.

After the completion of the mediation negotiation process, three different results will be produced, namely mediation reaching an agreement, a partial peace agreement, and mediation not reaching a peace.

The following are the stages of the mediation process:

1. Pre-Mediation Process
    a. The parties or one of the disputing parties register their case with LAPSPI.
    b. The parties jointly appoint a mediator (for commercial services) that is in accordance with the nature of the case.
    c. The appointed mediator holds a meeting with all parties to discuss the role of the mediator and procedures.
2. Mediation Process - Negotiation
    a. The mediator holds a separate meeting with the parties to gather initial information
    b. The mediator holds a meeting with all parties to jointly define the problems, interests and needs of the disputing parties
    c. The mediator helps the parties to develop alternative solutions to the problems, interests and needs that have been defined
    d. The parties negotiate to reach an agreement on an alternative solution guided by the mediator
3. Final Mediation Process
    a. If an agreement is reached, the parties will sign a settlement document which will then be processed into a binding agreement.
    b. If no agreement is reached, the parties can end the mediation by submitting a resignation from the mediation process.

2) Adjudication

Is a method of dispute resolution outside of arbitration and general courts carried out by an adjudicator to produce a decision that can be accepted by the applicant who is unsuccessful in reaching a mediation agreement at the Indonesian Banking Dispute Resolution Alternative Institution (LAPSPI. Adjudication services are only provided to customers with claims for compensation of up to IDR 500,000,000 (five hundred million rupiah) who do not reach an agreement in the pro bono mediation service and the parties within a maximum of 5 days since the dispute was received by LAPSPI, the parties must first make a mediation agreement document, if within the specified time the parties have not made it, the adjudication request is considered to have never been made.

Adjudication process flow:

1. Pre-adjudication process
    a. No agreement occurs in the mediation process
    b. The parties jointly appoint an adjudicator according to the nature of the case
    c. The appointed adjudicator holds a meeting with all parties to discuss the role of the mediator and procedures
2. Adjudication process – Negotiation
    a. The adjudicator holds separate meetings with the parties to gather initial information.
    b. The adjudicator holds meetings with all parties to jointly define the problems, interests and needs of the disputing parties.

c. The adjudicator assists the parties to develop alternative solutions to the problems, interests and needs that have been defined.
d. The parties negotiate to reach an agreement on alternative solutions guided by the adjudicator.

3. Final Adjudication Process
a. If the applicant agrees with the results of the adjudication decision, the decision is automatically binding on both parties to the dispute. However, if the respondent disagrees, the decision remains binding on both parties.
b. If the applicant does not agree with the results of the adjudication decision, the decision can be canceled.

3) Arbitration

This is a method of resolving civil disputes in the banking sector and those related to banking outside the general courts organized by LAPSPI using LAPSPI arbitration regulations and procedures based on an arbitration agreement, which is made in writing by the disputing parties. LAPSPI arbitration is conducted by arbitrators who have been appointed and included in the list of permanent LAPSPI arbitrators. certain qualifications are needed to examine the case in question.

Arbitration services at LAPSPI are specifically provided for disputes with a claim for compensation of more than IDR 500,000,000 (five hundred million rupiah). The number of arbitrators in each arbitration dispute resolution is different but the number must be odd.

The arbitration examination process takes a maximum of 180 days, calculated from the appointment of the sole arbitrator/arbitration panel. However, this period does not include the time used in the examination and implementation of provisional decisions or other interim decisions and in the preparation of arbitration decisions.

Arbitration process flow:

a) The arbitration agreement must be contained in a (written) document of a dispute that will occur between them to be resolved through LAPSPI Arbitration
b) The number of arbitrators must be odd. The appointment of two arbitrators is carried out by the parties who have the authority to select and appoint a third arbitrator who will later act as the chairman of the arbitration panel. The arbitrator who is appointed and appointed can accept or reject the appointment or appointment. In the event that the arbitrator has stated that he accepts the appointment or appointment, he cannot withdraw, except with the agreement of the parties.
c) Before the applicant submits an arbitration application to LAPSPI, the applicant must first notify the respondent with a copy to the administrator via registered letter, telegram, facsimile, email, or by letter sent via courier that the arbitration terms held by the parties are already in effect, but if the arbitration agreement has been made before the dispute arises, then this is no longer necessary.
d) The submission of an arbitration request must be made in writing, by submitting a letter of claim to the arbitrator or arbitration panel containing at least the full names and place of residence or position of the parties, a brief description of the dispute accompanied by attached evidence, and clear contents of the claim.
e) Then, a copy of the claim letter from the applicant is submitted to the respondent accompanied by an order that the respondent must respond and provide its answer in writing within a maximum of 14 days of the receipt of a copy of the claim by the respondent, which will then be forwarded to the applicant. At the same time, the arbitrator or chairman of the arbitration panel will order the parties or their attorneys

to appear before the arbitration hearing which is determined no later than 14 days from the issuance of the order.

f) Settlement based on the agreement of the parties, which is carried out according to LAPSPI regulations and procedures.
g) Examination of the arbitration dispute must be carried out in writing, unless agreed by the parties or deemed necessary by the arbitrator or by the arbitration panel to be carried out in private.
h) In every arbitration hearing, the arbitrator or arbitration panel first attempts to make peace between the disputing parties. If the peace effort is achieved, the arbitrator or arbitration panel will issue a peace agreement that is final and binding on the parties and order them to fulfill the terms of the peace. On the other hand, if the peace effort is unsuccessful, the government will continue with the main dispute.
i) The examination of the dispute must be completed within a maximum of 180 days since the arbitrator or arbitration panel was formed. This period can be extended with the agreement of the parties and this is necessary.
j) On the orders of the arbitrator or arbitration panel or at the request of the parties, one or more witnesses or an expert witness may be summoned to be heard whose statements have been sworn in beforehand. The arbitrator or arbitration panel may also request the assistance of 300 or more expert witnesses to provide written statements regarding a specific issue related to the main dispute.
k) The decision of the arbitrator or arbitration panel is taken based on legal provisions or based on justice and fairness. The parties have the right to determine the choice of law that will apply to the settlement of disputes that may or have arisen between the parties. The decision must be pronounced within a maximum of 30 days after the examination is closed.
l) The arbitration decision is final and has strict legal force and is binding on the parties.
m) Furthermore, the arbitration decision is registered by the arbitrator or his attorney to the local district court clerk to request recognition and exequatur.

Justice for Consumers of Financial Services in Settlement of Consumer Disputes in the Financial Services Sector

As has been stated, the process of resolving business disputes attempted by parties through forums outside the courts is a reality of changes in human tendencies in society that must be accepted. The choice of dispute resolution forum prioritizes the freedom of the parties in determining other forms of similar processes, but through simpler mechanisms and it is hoped that in these mechanisms there will be no distortion in law enforcement so that the results can fulfill the sense of justice of the community[32]. The business community that requires legal certainty and security in investment or trading activities when disputes arise concerning their business are very concerned about the condition of the judicial body which is considered to be in such a mess.

Amidst such conditions, there is a desire from the business community in particular to then turn and choose another model in dispute resolution. Although the form of resolution chosen is still classified as related to the mechanism in the judicial body, the other forum chosen is considered to be able to provide alternatives and space for freedom to the parties in determining the resolution of their business disputes[33].

[32]Eman Suparman;, "Arbitrase Dan Dilema Penegakan Keadilan," 2012.
[33]Suparman;

One solution to the various problems related to consumer protection in the financial services sector, the Financial Services Authority issued Regulation No. 1/POJK.07/2014 which in substance is a regulation for resolving disputes between consumers and financial services institutions. The regulation is expected to be able to provide justice for all parties in resolving their disputes. Talking about justice is not only very difficult but also very broad because justice has many different meanings.

Fairness is one of the characteristics that must be possessed by humans in order to uphold the truth to anyone without exception, even if it will harm themselves. Terminologically, it means "equating something with another, both in terms of value and in terms of size, so that something is not biased and does not differ from one another. On the other hand, John Rawls, in A Theory of Justice, conceptualizes justice as fairness, which contains the principles, "that free and rational people who want to develop their interests should obtain an equal position when they are about to start and that is a fundamental requirement for them to enter the association they want[34].

An adequate theory of justice must be formed with a contract approach in which the principles of justice chosen as a common guideline are truly the result of a mutual agreement and all free, rational, and equal persons. Only through a contract approach can a theory of justice be able to guarantee the implementation of rights and at the same time distribute obligations fairly for everyone[35]. In principle, freedom of contract is based on the position of both parties who are equally strong, have the same bargaining position, so that each party is positioned as a contract partner. In reality, this is not the case, in the agreement of the parties, especially the party in a strong economic position, they try to seize dominance over the other party and confront each other. The party in a stronger position can force their wishes on the other party for their own benefit, thus giving birth to the contents and conditions of the contract that are one-sided or unfair. In fact, justice in making an agreement is more manifested if the exchange of interests of the parties is distributed according to their rights and obligations proportionally. The settlement of consumer disputes in the financial services sector will result in agreements for all parties. As is known, the agreement made must be fair and balanced. However, it is possible that the agreement contains nuances of abuse of circumstances. In addition, psychological communication is one of the crucial dimensions in the application of alternative dispute resolution. Mediators, adjudicators, and arbitrators must have basic knowledge of psychology, because this is the basic capital in understanding the psychological character of the parties so that they can position themselves as mediators who truly understand the needs of the parties. Mediators, adjudicators, and arbitrators are required to not only know the problems faced by the parties, but also to translate the needs of the parties.

Effective communication in dispute resolution is built from good interpersonal relationships. Several determinants that influence the growth of interpersonal relationships in interpersonal communication, as follows[36]:

1. Trust factor

   The trust factor is the most important factor that influences interpersonal communication. Since the early stages of interpersonal communication, trust determines the effectiveness of communication. This concept is very much in line with the application of mediation, because

[34]Satjipto. Rahardjo, "Hukum Dalam Jagat Ketertiban (Bacaan Mahasiswa Program Doktor Ilmu Hukum Universitas Diponegoro)," 2006, 177.

[35]"Karakteristik Perjanjian Arbitrase Dalam Penyelesaian Sengketa Bisnis – UMSU Press," accessed November 21, 2025, https://umsupress.umsu.ac.id/product/karakteristik-perjanjian-arbitrase-dalam-penyelesaian-sengketa-bisnis/.

[36]Bustanul Arifien Rusydi, "PERLINDUNGAN KONSUMEN SEKTOR JASA KEUANGAN MELALUI LEMBAGA ALTERNATIF PENYELESAIAN SENGKETA," April 2, 2015, https://dspace.uii.ac.id/handle/123456789/8672.

the trust of the parties in the mediator that has been built since the beginning is a positive thing in determining its effectiveness.

1. Empathy

   In the alternative dispute resolution process, empathy is important, especially in building emotional closeness between the mediator, adjudicator, or arbitrator with the parties.

2. Honesty

   Honesty is the third determinant that influences the development of interpersonal relationships in communication. An honest and open attitude, being what you are, and not showing a manipulative impression allows others to place hope and trust in it.

3. Supportive attitude

   A supportive attitude is an attitude that reduces defensiveness in communication. Defensive communication can occur due to personal factors (fear, anxiety, low self-esteem, defensive experiences) and situational factors. A supportive attitude is shown by spontaneity, empathy, equality, and professionalism.

Consumers or the public who have disputes with financial service institutions who choose to resolve through Alternative Dispute Resolution Institutions will eventually face the financial service institution concerned. Mediators, adjudicators, and arbitrators come from the financial service institution itself, resulting in an imbalance in the position between financial service business actors. This is due to a conflict of interest between the mediator, in this case the mediator, adjudicator, or arbitrator who is known to come from the association of financial service sector business actors with the financial service institution itself.

When associated with classical conflict theories such as those formulated by Karl Marx, this structural problem is recognized as the main cause of conflict. Although emphasizing the division of economic classes, Marx showed that the economic class dominated by the bourgeois class always oppresses the proletariat class. Likewise, Weber, who formulated prestige and status as the root of conflict, considered that there were structural factors, especially politics, at play in a conflict.

Wallace and Wolf also outlined three main principles in Marx's conflict theory[37]:First, humans naturally have group interests. If someone does not act in their natural interests, it means that they have been cheated out of their true interests. Second, conflict in history and contemporary society is the result of clashes of interests between social groups.Third, Marx saw the relationship between ideology and interests. For Marx, the idea of an era is a reflection of the interests of the "ruling class". Contemporary conflict theory assumes that society is always in a state of conflict, conflict, and change due to the struggle for scarce resources by using the values of ideas as a tool to achieve them. In the classical view, conflict arises because of the conflicting interests of two parties at the center of the conflict, where they have equal positions and strengths. The two parties have conflicting interests and issues.

The Financial Services Authority should act as a mediator when there is a dispute between consumers of financial services institutions. The role of only making rules and then supervising the implementation of these regulations is considered insufficient to provide protection for consumers of financial services institutions. The Financial Services Authority in Financial Services Authority Regulation No. 1/POJK.07/2013 has a fairly good role, namely being able to provide dispute resolution services. However, after the Financial Services Authority Regulation No. 01/POJK.07/2014, this role no longer exists. This has an impact on consumer protection in the financial services sector.

[37]Ruth A.; Wolf, Alison; Wallace, "Contemporary Sociological Theory: Continuing the Classical Tradition," 1986, //librarystftws.org/perpus/index.php?p=show_detail&id=13562&keywords=.

Execution of Decisions of Alternative Dispute Resolution Institutions

Another problem in Financial Services Authority Regulation No. 1/POJK.07/2014 is related to the issue of execution of decisions. The decision is in the form of an agreement between financial services institution business actors and their consumers considering that the initial process is in the form of mediation. Meanwhile, adjudication and arbitration are indeed in the form of arbitrator decisions. The execution regulations regulated in the Financial Services Authority regulations are not clearly regulated. Although the regulation mandates that the Alternative Dispute Resolution Institution regulate the procedures and timeframe for dispute resolution.

In contrast to the execution of decisions of the Consumer Dispute Resolution Agency, the Decision of the Consumer Dispute Resolution Agency is a final decision and has permanent legal force. Against the decision of the Consumer Dispute Resolution Agency, an execution determination can be requested from the district court in the place where the consumer is harmed. Execution or implementation already means that the defeated party does not want to comply with the decision voluntarily, so the decision must be forced on him with the help of legal force. The determination of execution is also regulated in Article 7 of Supreme Court Regulation Number 1 of 2006 concerning Procedures for Filing Objections to Decisions of the Consumer Dispute Resolution Agency.

Membership of Alternative Dispute Resolution Institutions

Article 2 paragraph (3) of Financial Services Authority Regulation No. 1/POJK.07/2014 states that dispute resolution outside the court is carried out through Alternative Dispute Resolution Institutions. Such regulations have locked consumers so that alternative dispute resolution is resolved through Alternative Dispute Resolution Institutions. In this institution, there is a conflict of interest between financial service business actors and mediators, adjudicators, and arbitrators. This will have an impact on the imbalance between the position of consumers and financial service institutions which will ultimately result in injustice in dispute resolution agreements.

Article 3 paragraph (1) of Financial Services Authority Regulation No. 1/POJK.07/2014 requires every financial service institution to become a member of the Alternative Dispute Resolution Institution. This means that the Alternative Dispute Resolution Institution consists of financial service institutions themselves and there are no other elements such as the community or government. This is different from the Consumer Dispute Resolution Agency which was established based on Law No. 8 of 1999 concerning Consumer Protection. Article 49 paragraph (3) and paragraph (5) of the Consumer Protection Law regulates that the membership of the Consumer Dispute Resolution Agency consists of three elements, namely: (1) Government elements (3 people - 5 people); (2) Consumer elements (3 people - 5 people); (3) Business actors (3 people - 5 people). If we look at the differences in the elements in the Alternative Dispute Resolution Institution and the Consumer Dispute Resolution Agency, consumer protection is more visible in the Consumer Dispute Resolution Agency.

Financial Services Authority Regulation No. 1/POJK.07/2014 temporarily if the relevant Alternative Dispute Resolution Institution has not been formed, consumers can submit a written request for dispute resolution facilities to the Financial Services Authority. However, until now the Alternative Dispute Resolution Institution has not been formed in the regions. In fact, the deadline for the formation of the Alternative Dispute Resolution Institution is no

later than December 31, 2015. In the city of Yogyakarta, for example, the Financial Services Authority still has officials who do not know about the existence of Financial Services Authority Regulation No. 1/POJK.07/2014. Therefore, consumers of financial services institutions who are harmed and want to claim their rights must submit a written request for dispute resolution facilities to the Financial Services Authority addressed to the Member of the Board of Commissioners of the Financial Services Authority, Education and Consumer Protection Division. Based on the description above, it can be seen that Financial Services Authority Regulation No. 1/POJK.07/2014 concerning Alternative Dispute Resolution Institutions in the Financial Services Sector has several potential problems that arise. Problems related to the independence of Alternative Dispute Resolution Institutions. In addition, regulations related to the execution of decisions are considered inadequate, which ultimately impacts consumer protection in the financial services sector.

Sanctions Imposed by the Financial Services Authority (OJK) and the Sharia Supervisory Board (DPS) Against Islamic Banking that Commits Violations

Sanctions in the Big Indonesian Dictionary are defined as a burden to force people to fulfill agreements or obey the provisions of the law[38]. According to Sianturi, sanctions are generally a means of coercion so that someone obeys applicable norms[39].There are 3 elements attached to sanctions, namely:

a. Sanctions are a reaction, result or consequence of violations or deviations from social norms (both legal and non-legal norms).
b. Sanctions are the power or tool of power to enforce compliance with certain social norms.
c. Specifically regarding legal sanctions, in general they can be distinguished as: Private sanctions, and Public sanctions[40]

Anyone who is guilty and violates applicable regulations will be subject to sanctions. Every financial services institution including Islamic banking that commits violations in carrying out its operational activities will be subject to sanctions by institutions that have the authority to regulate and supervise it.

If we talk about Islamic banking, there are 2 (two) institutions that have the right to regulate and supervise Islamic banking activities and also have the authority to impose sanctions on Islamic banks that violate applicable provisions. These institutions are the Financial Services Authority and the Sharia Supervisory Board.

a. Financial Services Authority (OJK)

The Financial Services Authority (OJK) as a financial institution that has the function of regulating and supervising has the authority to impose sanctions on Islamic banks as business actors who commit violations as explained in Article 9 letter g of Law Number 21 of 2011 concerning the Financial Services Authority which states that, "OJK has the authority to determine administrative sanctions against parties who violate laws and regulations in the financial services sector".

If a dispute occurs that is detrimental to customers due to violations committed by Islamic banks as business actors, the dispute must be resolved in the relevant financial

[38]"Arti Kata 'Sanksi' Menurut Kamus Besar Bahasa Indonesia | KBBI.Co.Id," accessed November 21, 2025, https://kbbi.co.id/arti-kata/sanksi.

[39]Thalib, H. Hambali, and MH SH. *Sanksi Pemidanaan dalam konflik pertanahan*. Kencana, 2012.

[40]Chatryen M. Dju Bire, "PERLINDUNGAN HUKUM TERHADAP PEKERJA OUTSOURCING ATAS KESEHATAN DAN KESELAMATAN KERJA (K3)," *Jurnal Hukum Bisnis Bonum Commune* 1, no. 1 (August 1, 2018): 1–11, https://doi.org/10.30996/JHBBC.V0I0.1752.

services institution (LJK) first[41]. Then if there is no agreement between the parties, the parties are given the authority to resolve the dispute outside the court or through the court[42]. Settlement of disputes outside the court can be done by requesting the OJK to facilitate the settlement of the dispute[43]. The settlement of the dispute is through the Alternative Dispute Resolution Institution (LAPS)[44]. LAPS is a dispute resolution institution that has the principles of accessibility, independence, and justice[45].

The form of administrative sanctions has been regulated in the Financial Services Authority Regulation (POJK) Number 1/POJK.07/2013 concerning Consumer Protection in the Financial Services Sector Article 53 which states that the administrative sanctions given are in the form of:

1. Written warning;
2. Fines, namely the obligation to pay a certain amount of money;
3. Restrictions on business activities;
4. Freezing of business activities; and
5. Revocation of business activity permits.

Other forms of administrative sanctions are regulated in Article 52 paragraph (2) of Law Number 10 of 1998 concerning Amendments to Law Number 7 of 1992 concerning Banking which states that administrative sanctions are in the form of:

1. monetary fines;
2. written warning;
3. decrease in the bank's health level;
4. prohibition to participate in clearing activities;
5. freezing of certain business activities, both for certain branch offices and for the bank as a whole;
6. dismissal of bank management and then appointing and appointing a temporary replacement until the General Meeting of Shareholders or Cooperative Members Meeting appoints a permanent replacement with the approval of Bank Indonesia;
7. inclusion of members, management, bank employees, shareholders in the list of disgraceful people in the banking sector.

The authority to impose sanctions (right to impose sanctions) by the OJK, namely to impose sanctions in accordance with statutory provisions against banks if a bank does not or does not meet the provisions. This action contains elements of guidance so that banks operate in accordance with the principles of healthy banking.

b. Sharia Supervisory Board

In general, supervision of Islamic banks is carried out by Bank Indonesia (BI) as the bank's supervisory and development authority, which authority has currently been transferred to the Financial Services Authority (OJK). However, it is specifically carried out by the Sharia

[41]Titia Tauhiddah, Busyra Azheri, and Yussy A Mannas, "KEWENANGAN PENYELESAIAN SENGKETA KONSUMEN LEMBAGA PEMBIAYAAN ANTARA BADAN PENYELESAIAN SENGKETA KONSUMEN (BPSK) DENGAN LEMBAGA ALTERNATIF PENYELESAIAN SENGKETA (LAPS)," *DE LEGA LATA: Jurnal Ilmu Hukum* 5, no. 1 (January 7, 2020): 94–105, https://doi.org/10.30596/DLL.V5I1.3472.

[42]Tauhiddah, Azheri, and Mannas.

[43]Himawan Dayi, "PERLINDUNGAN HUKUM BAGI PEMEGANG UANG ELEKTRONIK DITINJAU DARI POJK NOMOR 1/POJK.07/2013 TENTANG PERLINDUNGAN KONSUMEN SEKTOR JASA KEUANGAN (STUDI TENTANG KLAIM GANTI-RUGI KARTU RUSAK)," June 7, 2018, https://dspace.uii.ac.id/handle/123456789/8067.

[44]Tauhiddah, Azheri, and Mannas, "KEWENANGAN PENYELESAIAN SENGKETA KONSUMEN LEMBAGA PEMBIAYAAN ANTARA BADAN PENYELESAIAN SENGKETA KONSUMEN (BPSK) DENGAN LEMBAGA ALTERNATIF PENYELESAIAN SENGKETA (LAPS)."

[45]Misnar Syam et al., "SENGKETA LEASING DALAM KONTEKS PENYELESAIAN SENGKETA KONSUMEN," *Unes Journal of Swara Justisia* 7, no. 1 (April 14, 2023): 161–73, https://doi.org/10.31933/UJSJ.V7I1.324.

Supervisory Board (DPS). So every company that carries out its activities based on sharia principles is required to have a Sharia Supervisory Board (DPS).

The existence of the Sharia Supervisory Board (DPS) is one of the main things that distinguishes conventional banks from sharia banks. The main task of the DPS is to supervise the implementation of bank operations and their products so that they do not deviate from sharia rules.

If in the implementation of the new product that has been offered it turns out that it does not meet sharia principles, then in this case the Sharia Supervisory Board does not have the authority to stop the product because this is the authority of Bank Indonesia as the central bank that stops the product in question. From the explanation above, it can be concluded that DPS has the authority to supervise all Islamic banking activities in accordance with Islamic principles and DPS is required to report the audit results or supervision results to Bank Indonesia which has currently been transferred to OJK. If there are violations committed by Islamic banking that does not apply or violates Islamic principles in its activities, sanctions will be given by OJK as an institution that has the authority to impose sanctions on financial service institutions in this case Islamic banking because the role of DPS is only as a supervisory institution that cannot impose sanctions on Islamic banking.

The application of the exoneration clause or transfer of responsibility in the standard clause which is a violation made by Islamic banking as a business actor, DPS is required to provide or report the results of its supervision stating that Islamic banking has committed a violation and submitted to the Financial Services Authority as an institution authorized to impose sanctions on the Islamic banking.

In addition to the role of the OJK as an institution that has the authority to resolve disputes between parties outside the court through the Alternative Dispute Resolution Institution (LAPS), there is also an institution that has the same authority, namely the Consumer Dispute Resolution Agency (BPSK).

In accordance with Article 52 of the Consumer Protection Law (UUPK), it states that The duties and authorities of the consumer dispute resolution agency include:

1. Carrying out handling and resolving consumer disputes, through mediation or arbitration or conciliation;
2. Providing consumer protection consultation;
3. Supervising the inclusion of standard clauses;
4. Reporting to the general investigator if there is a violation of the provisions of this Law;
5. Receiving complaints, both written and unwritten, from consumers regarding violations of consumer protection;
6. Conducting research and examination of consumer protection disputes;
7. Summoning business actors who have violated consumer protection;
8. Summon and present witnesses, expert witnesses and/or any person deemed to know of violations of this Law;
9. Request assistance from investigators to present business actors, witnesses, expert witnesses, or any person as referred to in letters g and h, who are unwilling to comply with the summons of the consumer dispute resolution body;
10. Obtain, examine and/or assess letters, documents, or other evidence for investigation and/or examination;
11. Decide and determine whether or not there is a loss on the part of the consumer;
12. Issue a decision to business actors who violate consumer protection;
13. Impose administrative sanctions on business actors who violate the provisions of this Law.

Unram Law Review
P-ISSN: 2548-9267 | E-ISSN:

In the application above, it is clear that BPSK is also an out-of-court dispute resolution institution that can be utilized by the public to protect their rights from organizers carried out by business actors. However, many problems occur related to the authority to resolve disputes between BPSK and LAPS as institutions that both have the authority to resolve disputes outside the court.

Many people are not yet aware of the existence of LAPS as an institution that has the authority to resolve disputes outside the courts, as evidenced by the large number of people who still resolve their problems through BPSK.

Member of the House of Representatives Commission XI of the House of Representatives Hendrawan Supratikno gave his opinion that dispute resolution has been regulated in the POJK, namely through LAPS, but this regulation does not kill BPSK as an institution that also has the authority to resolve disputes, only LAPS is more efficient and specific, where LAPS is indeed a special institution used in the realm of Financial Services institutions. While we know that BPSK is an out-of-court dispute resolution institution that protects consumer rights in general in addition to the realm of Financial Services Institutions (LJK). However, the role of BPSK itself is considered ineffective because it only moves when there is a complaint or lawsuit filed by the disputing parties, while in Article 52 letter c of the UUPK it is explained that BPSK has the authority to supervise standard clauses. Supervision that BPSK should be an institution that can be expected by the public to prevent violations of business actors in this case standard clauses. The regulation and procedures for the supervision system by BPSK are also not clearly regulated.

CONCLUSION

Consumer legal protection in the banking and financial services sector is an integrated system comprising the Consumer Protection Act and the OJK Act, with the OJK serving as the primary implementing body. This protection encompasses preventive aspects such as education, information transparency, and supervision, as well as repressive aspects through complaint mechanisms, dispute resolution, and compensation for losses. However, a normative issue arises when the dispute resolution function is transferred to LAPS through OJK Regulation No. 1/POJK.07/2014, which has the potential to be not fully aligned with the mandate of the law and to weaken the role of the OJK as a direct facilitator. The liability of financial service providers, particularly banks, for customer losses arising from electronic banking services is based on the principle of fault-based liability, whether under tort law or contract law. Banks are obligated to ensure the security, reliability, and confidentiality of their systems, as well as to provide compensation if losses arise due to error or negligence. However, this liability is not absolute, as it is determined through proof, with a tendency for the burden of proof to shift to the bank. This situation highlights the need for more progressive regulations to strengthen the position of customers in electronic banking disputes. Under the 2022 OJK Regulation, the OJK's role has shifted to a more limited one as a regulator and supervisor, while dispute resolution has largely been transferred to LAPS as the primary out-of-court forum. This paradigm differs from the 2013 POJK, which still provided room for the OJK to act as an active facilitator, thereby creating a weakness in the form of the loss of the OJK's function as a fallback institution. Therefore, regulatory harmonization, strengthened oversight of LAPS, and a normative restructuring of the 2022 OJK Regulation are necessary so that the OJK can once again assume a facilitative role in dispute resolution and provide more optimal legal protection for consumers.

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