



## Indonesia Data Protection in the Use of M-Banking, Is It Save?

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### Abstract

Banking is one of the institutions in the financial sector that provides services to users and customers. The development of science, information, and technology, makes it easy to develop the banking system itself, by developing systems and services that aim to provide facilities and pamper its customers. With regard to flexibility, efficiency and practicality. Thus, was born a new method in developing banking services for customers, where the system is called electronic banking, or usually with the term e-banking which allows customer service users to use it, anywhere and anytime, not limited by time with the service. As for the making of this journal, he uses an approach to the type of normative legal research, where research is carried out in research conducted by examining library materials related to this issue. The problem raised by the author is how the normative juridical review is related to the protection of bank users using M-Banking from the threat of crime in the digital world and what forms of legal protection are for bank customers in the use of M-Banking. So that through this paper, it is hoped that it will be useful for the protection of the public so that customers become safer.

## I. Introduction

The law that regulates problems in the banking sector currently used in Indonesia is referred to as the Indonesian Banking Law. Therefore, here we will discuss related regulations in the field of banking law that are still used today. However, in relation to the applicable law in the banking sector that has been in force before, it only discusses the relationship between the previous provisions and the current regulations as well as the discussion in the history of the establishment of banking in Indonesia.<sup>1</sup>

In Law Number 10 of 1998 concerning Banking, it is stated that the aim is to make all Indonesian citizens in accordance with the objectives contained in the philosophical foundation of the Indonesian nation.<sup>2</sup> Harmony and advancing national development that has the principle of kinship, requires good maintenance.<sup>3</sup> It aims to achieve its

<sup>1</sup> Muhammad Djumhana, *Hukum Perbankan Di Indonesia* (Bandung: PT. Citra Aditya Bakti, 2000).

<sup>2</sup> Anggraini Said, "PERLINDUNGAN HUKUM BAGI NASABAH YANG DIDAFTHAR HITAMKAN AKIBAT KESALAHAN SISTEM PERBANKAN MENURUT UU NO. 10 TAHUN 1998 TENTANG PERBANKAN," *LEX CRIMEN*, 2017.

<sup>3</sup> Hari Sutra Disemadi and Ayup Suran Ningsih, "EFFORTS TO PROTECT CONSUMER'S SPIRITUAL RIGHTS IN ORGANIZING ISLAMIC MICROFINANCE INSTITUTIONS IN INDONESIA," *Diponegoro Law Review*, 2020, <https://doi.org/10.14710/dilrev.5.2.2020.172-187>.

initial goal, therefore implementation in terms of economic development must be more focused on aspects of continuity and harmony between various aspects of state life.<sup>4</sup>

As time goes on, technology is getting more and more advanced.<sup>5</sup> Technology is an important aspect of human life and has a huge impact on human life. This is due to the rapid advancement of technology every day making human life more efficient and easier.<sup>6</sup> Technological advances that are increasingly extraordinary have led to the emergence of business opportunities that take advantage of internet services. Technological advances in the current era have an impact on businesses in the banking sector, this is marked by the emergence of Mobile banking services.<sup>7</sup>

Mobile banking is a definition that is already known by some Indonesian people, this is because there are more and more banking companies in Indonesia to take advantage of Mobile banking (m-banking) services, the internet or what is known as Cyberspace, which is a space where electronic entities (netters) can perform an interaction.<sup>8</sup> Because of this, all world players who are engaged in fields around the world use the electronic space to run their business. The problems that arise related to payment methods in Indonesia are very different from the problems that exist in developed countries. There are so many aspects that ultimately hinder the development of M-Banking in Indonesia.<sup>9</sup> Therefore, related to the problems of electronic payment methods, it must be planned using the existing conditions in Indonesia. With the aim that the M-banking system implemented by banking companies can be accepted and useful for the people of Indonesia by looking at the current situation which is so diverse by sharing the existing problems.<sup>10</sup>

M-Banking presents various problems for industry players in the banking sector which therefore provides a new place of competition in the banking business sector. The progress and development of the technology used and the ease of conducting an interaction have created a new competition in the banking world which aims to increase the desires of customers in terms of choosing the bank that will be used in conducting financial transactions in their daily lives, but that is the main problem and in fact in M-Banking and make customers make changes in using M-Banking which previously used conventional services in conducting transactions. M-Banking is a

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<sup>4</sup> Ayup Suran Ningsih, "License Revocation of Insurance Companies and Legal Protections of the Policyholders," *Jurnal Hukum Novelty*, 2020, <https://doi.org/10.26555/novelty.v11i1.a15139>.

<sup>5</sup> Ayup Suran Ningsih, "Legal Review of Financial Technology Peer To Peer Lending Based on Indonesian Collateral Law Perspective," *Substantive Justice International Journal of Law* 3, no. 2 (2020): 109–24.

<sup>6</sup> Ayup Suran Ningsih, "Implikasi Undang-Undang Nomor 5 Tahun 1999 Tentang Larangan Praktek Monopoli Dan Persaingan Usaha Tidak Sehat Pada Pelaku Usaha Mikro Kecil Dan Menengah (UMKM)," *Jurnal Penelitian Hukum De Jure*, 2019, <https://doi.org/10.30641/dejure.2019.v19.207-215>.

<sup>7</sup> Evi Yani et al., "Pengaruh Internet Banking Terhadap Minat Nasabah Dalam Bertransaksi Dengan Technology Acceptance Model," *Jurnal Informatika* 5, no. 1 (2018): 34–42, <https://doi.org/10.31311/ji.v5i1.2717>.

<sup>8</sup> Waranpong Boonsiritomachai and Krittipat Pitchayadejanant, "Determinants Affecting Mobile Banking Adoption by Generation Y Based on the Unified Theory of Acceptance and Use of Technology Model Modified by the Technology Acceptance Model Concept," *Kasetsart Journal of Social Sciences*, 2019, <https://doi.org/10.1016/j.kjss.2017.10.005>.

<sup>9</sup> Nur Kholis, "PERBANKAN DALAM ERA BARU DIGITAL," *Economicus*, 2020, <https://doi.org/10.47860/economicus.v12i1.149>.

<sup>10</sup> "PERLINDUNGAN HUKUM TERHADAP NASABAH BANK," *LEX PRIVATUM*, 2019.

financial service provided by banks using electronic technology which involves the process of improving information and technology.

In this digital era, people are increasingly made comfortable by the existence of mobile banking. This of course needs protection, the most important protection is from the Bank as the recipient of the data. The purpose of writing this article is to provide readers with the latest information and analysis that the Financial Services Authority has issued the latest regulations regarding digital banking in 2018. It is Regulation of Financial Services Authority No 12 /POJK.03/2018 About Provision of Digital Banking Services by Commercial Banks. It is understood that in the process of providing electronic banking services or digital banking services, it is one of the bank's efforts in order to expand public financial access. This will certainly improve financial services and can be carried out independently by customers and facilitate customer financial management which of course must be protected regarding data carried out in the transaction process.

The difference with the previous article is that this article will discuss the following 2 problem formulations are (1) How is the normative juridical review related to the protection of bank customers using M-Banking from the threat of cybercrime? and (2) What are the forms of legal protection for bank customers in the use of M-Banking?

## 2. Research methods

In writing this article, the author uses a normative juridical research approach. A normative juridical approach, which is a legal research carried out by conducting a literature review or carried out with quantitative (secondary data) where the basic material is obtained from the search process for various laws and regulations and literature related to the problems being studied.<sup>11</sup>

## 3. Results and Discussion

### 3.1. Normative Juridical Review Regarding Protection of Bank Customers Using M-Banking from Cybercrime Threats

Developments in the field of business services in the banking sector which are carried out by utilizing the advancement of the internet are growing along with the rapid growth of information technology.<sup>12</sup> Problems related to security are not only for the benefit of customers but also for the benefit of the bank that implements mobile banking (m-banking) itself or the banking industry universally.<sup>13</sup> However, problems related to security in conducting transactions and legal protection for customers are of particular concern to developing mobile banking (m-banking) in the future, this is due

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<sup>11</sup> Soerjono Soekanto and Sri Mamudji, *Penelitian Hukum Normatif (Sesuatu Tinjauan Singkat)* (Jakarta: Rajawali Press, 2001).

<sup>12</sup> Sinta Dewi Rosadi, "PRINSIP-PRINSIP PERLINDUNGAN DATA PRIBADI NASABAH KARTU KREDIT DIKAITKAN DENGAN UNDANG-UNDANG NO 11 TAHUN 2008 TENTANG ITE DAN PERATURAN BANK INDONESIA NO 7/6/PBI/2005," *Sosiohumaniora*, 2017, <https://doi.org/10.24198/sosiohumaniora.v19i3.11380>.

<sup>13</sup> Nur Inayah, Ratno Agriyanto, and W Warno, "The Role of Spirituality in the Behavior of Sharia Bank Mobile Banking: Evidence from Indonesia," *Walisono: Jurnal Penelitian Sosial Keagamaan*, 2018, <https://doi.org/10.21580/ws.26.1.2611>.

to the lack of legal certainty for customers because there is no form of regulation on internet activities in Indonesia. Indonesia.<sup>14</sup>

In Indonesian legal regulations, there is specific legal product that regulates mobile banking (m-banking) in Indonesia, it is Regulation of Financial Services Authority No 12 /POJK.03/2018 About Provision of Digital Banking Services by Commercial Banks.<sup>15</sup> The establishment of Law Number 10 of 1998 has the aim of making changes and replacements as well as additions to the articles previously contained in Law Number 7 of 1992. Based on the rules contained in Article 1 Number 1 of Law Number 10 of 1998, the amendment to Law Number 7 of 1992 concerning Banking explains the definition of banking, are all activities related to banks, including institutions, business activities as well as mechanisms and processes in carry out business activities. One form of implementation of businesses engaged in banking in providing services to customers can be done face-to-face as usual or through other alternative media such as Mobile banking (m-banking). Mobile banking (m-banking) is a form of using internet media by banks to promote and simultaneously conduct online transactions, both from conventional and new products.<sup>16</sup>

If it is related to problems related to legal protection of customers' personal data, it should also be important to implement this rule in the implementation of mobile banking (m-banking) services. The implementation of the rules is not only carried out when requested, but banks must also proactively provide information regarding the risk of loss due to the use of mobile banking (m-banking) services by their customers. Regarding the principle of bank secrecy, this provision cannot be applied effectively to legal protection of customers' personal data in mobile banking (m-banking) service providers.<sup>17</sup> This is due to the legal protection of customer personal data in the provision is limited to data stored and collected by the bank, even though customer data in the mobile banking service provider (m-banking) is not only data stored and collected but includes data that is stored and collected. transferred by the customer from the computer where the customer makes transactions.

### **3.2. Forms of Legal Protection for Bank Customers in Using M-Banking**

The definition of mobile banking (m-banking) whose network channels are used to provide services in the banking sector such as opening accounts, transfers and online payments.<sup>18</sup> In carrying out mobile banking (m-banking) activities, it is required to carry out risk management in its service activities effectively.<sup>19</sup> The relationship that

<sup>14</sup> Nasser A torf et al., "Intemet Banking Di Indonesia," *Jumal Manajemen Teknologi* 1 (2002): 1–20.

<sup>15</sup> Otoritas Jasa Keuangan (OJK), "PERATURAN OTORITAS JASA KEUANGAN NOMOR 12 /POJK.03/2018 TENTANG PENYELENGGARAAN LAYANAN PERBANKAN DIGITAL OLEH BANK UMUM," n.d.

<sup>16</sup> Riswandi Budi, *Aspek Hukum Mobile Banking (M-Banking)* (Yogyakarta: Raja Grafindo Persada, 2005).

<sup>17</sup> Jovin Ganda Ramdhan and Sumiyati Sumiyati, "PERLINDUNGAN HUKUM TERHADAP NASABAH KORBAN SKIMMING DITINJAU DARI UNDANG-UNDANG NOMOR 8 TAHUN 1999," *Mimbar Keadilan*, 2019, <https://doi.org/10.30996/mk.v12i1.2169>.

<sup>18</sup> Nur Imamah and Dinda Ayu Safira, "PENGARUH MOBILE BANKING TERHADAP PROFITABILITAS BANK DI BURSA EFEK INDONESIA," *Profit*, 2021, <https://doi.org/10.21776/ub.profit.2021.015.01.10>.

<sup>19</sup> Dwi Ayu Astrini, "Perlindungan Hukum Terhadap Nasabah Bank Pengguna Internet Banking Dari Ancaman Cybercrime," *Lex Privatum* 3, no. 1 (2015): 149–60.

exists between the customer and the bank in relation to banking transactions is a relationship based on an agreement. Including in terms of conducting a banking transaction via the internet. As with other forms of civil activity, the basis for the implementation of mobile banking (m-banking) is an agreement that is subject to the rules of engagement.

In addition to having to refer to the legal rules contained in Book III of the Civil Code, the implementation of m-banking in Indonesia must also refer to the Banking Law, and to protect consumers and customers based on Law no. 8 of 1999 concerning Consumer Protection, which is also regulated in Law Number 11 of 2008 concerning Electronic Information and Transactions, which among other things reads as follows:<sup>20</sup>

- 1) Civil lawsuits are carried out based on the provisions contained in the Laws and Regulations.
- 2) In addition to the settlement carried out by filing a civil lawsuit as regulated in paragraph (1), the parties can settle disputes through arbitration, as well as other alternative dispute resolution institutions regulated in accordance with the provisions of the law.

The form of legal protection for customers has sources in two types, it is given on orders from the law and derived from agreements.<sup>21</sup> Due to the absence of legal products that specifically regulate m-banking (especially related to protection for bank customers), therefore the form of legal protection of the agreement becomes one of the important aspects. Based on positive law in Indonesia, the agreement is a form that can be equated with the law for the parties to the agreement, therefore it can be concluded that the agreement has the same status as the law for the parties who signed it.

There are two types of transactions or forms of agreements in the mobile banking (m-banking) service, including the following:<sup>22</sup>

#### 1. Mobile banking (m-banking) initial registration agreement

The agreement is executed when the bank customer first registers to become a mobile banking (m-banking) user at a banking company. The initial registration agreement is divided into 2 types, the distribution of which is based on various things, including the following:

- a. The position of the initial registration agreement for mobile banking (m-banking) that is implemented is divided into:;
- b. Mobile banking (m-banking) as a "sub-agreement" which follows the main agreement, namely the account opening agreement.
- c. Mobile banking (m-banking) as a separate agreement.
- d. The mechanism for registering as a user can be divided into two, as follows:
  - Online Registration.
  - Manual Registration.

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<sup>20</sup> Republik Indonesia, "Undang-Undang Nomor 11 Tahun 2008 Tentang Informasi Dan Transaksi Elektronik" (Jakarta, 2008).

<sup>21</sup> Mustika Purwanegara, Atik Apriningsih, and Febri Andika, "Snapshot on Indonesia Regulation in Mobile Internet Banking Users Attitudes," *Procedia - Social and Behavioral Sciences*, 2014, <https://doi.org/10.1016/j.sbspro.2014.02.423>.

<sup>22</sup> Alessia Jawira, "Analysis of Mobile Banking Adoption in Indonesia : A Study of Decomposed Theory of Planned Behavior Panel of Examiers Approval," *Skripsi*, 2018.

2) Mobile banking (m-banking) agreement relates to customer orders related to inquiry services and financial transactions in the mobile banking (m-banking) (which became known as customer instruction agreement).

Based on the types of initial registration agreements in mobile banking (m-banking) carried out by the bank, therefore based on Article 1338 of the Civil Code, all forms of the agreement mentioned above are allowed and the laws and regulations are fulfilled as long as certain conditions are met criteria related to the validity of an agreement. Then in analyzing the forms of legal protection that can be done based on the various types of mobile banking (m-banking) registration agreements, it can be concluded that<sup>23</sup> for agreements made in conventional and stand-alone forms, they provide more legal protection for the customer, this happens if there is a dispute in the future related to the process of proving it is not difficult. In addition, the agreement in this form provides clarity regarding matters relating to mobile banking (m-banking) such as rights and obligations, risks, compensation, and so on.

On the other hand, agreements made as "sub-agreements" and carried out online do not provide legal protection for the customer, this causes the lack of guarantees for legal certainty. As with the form of the agreement above, this form will be able to provide problems in the future when it comes to evidence, as well as in terms of rights and obligations for the parties, as well as the responsibilities of the bank. In principle, customers who want to use the mobile banking (m-banking) facility are required to do the registration process first, then login to the intended website and then fill in the user id and password. Furthermore, it can use the facilities provided by the relevant bank.

The form of services carried out using the internet can be divided into two types, including the following:<sup>24</sup>

1) *Inquiry Service*

Is a form of service such as making corrections to balances, monitoring mutations made by private individuals and information related to customer accounts.

2) *Financial Transaction Services*

Is a form of service that can be carried out with various kinds of transactions in the banking business sector such as transfers (book transfers), paying bills, buying and selling pulse reloads, as well as transactions in other forms.

In carrying out an agreement, in principle, if an agreement is carried out according to its provisions or carried out in accordance with what is in the contents of the agreement letter, of course there will be no harm to both parties, therefore all complaints are not likely to occur, the consequences will be negative. The same will happen in transactions using this internet media. However, it is different if there is a condition where what has been agreed is not in accordance with the original, therefore one of the parties feels that they have suffered a loss, then it is certain that the party experiencing the loss will file a claim due to the emergence of a default.

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<sup>23</sup> I Made Aditya Mantara Putra, "Tanggungjawab Hukum Bank Terhadap Nasabah Dalam Hal Terjadinya Kegagalan Transaksi Pada Sistem Mobile Banking," *KERTHA WICAKSANA*, 2020, <https://doi.org/10.22225/kw.14.2.1921.132-138>.

<sup>24</sup> Otoritas Jasa Keuangan (OJK), "PERATURAN OTORITAS JASA KEUANGAN NOMOR 12 /POJK.03/2018 TENTANG PENYELENGGARAAN LAYANAN PERBANKAN DIGITAL OLEH BANK UMUM."

The granting of the bank's responsibility to provide compensation is basically carried out on the basis of default and for an unlawful act, but often the consumer is often bumped into the existence of restrictions or forms of negligence on the part of the seller, as is the case in agreements in the form of official made by one party.<sup>25</sup> In principle, there are no legal standards/rules that specifically regulate mobile banking (m-banking), it does not mean that there has been a legal vacuum. Therefore, to deal with these problems, it is necessary<sup>26</sup> to look at various other regulations related to the arrangement of responsibilities and also in the mobile banking (m-banking) agreement itself, especially those related to the rights and obligations between the customer and the bank. It is very crucial in the regulation and implementation of banking activities, to create harmony in terms of granting rights and obligations between banks and their customers. On the one hand, banks cannot make decisions regarding criteria that are only one-sided, while on the other hand consumers also cannot want various things that cannot be implemented by the bank, therefore there needs to be transparency.

Regarding transparency and the balance of rights with obligations between banks and consumers, various mobile banking (m-banking) activities are also applied. Outside of banks and consumers, it is also necessary to regulate the rights and obligations of related third parties, for example in the case of doing work carried out by third parties. Insofar as it relates to the granting of rights and obligations between banks and their customers, the Law on Banking and the Law on Consumer Protection applies in Indonesia. To examine the problems related to the provision of law for m-banking customers, it must be reviewed in terms of the content of the agreement with the applicable laws and regulations as well as related to the issue of assigning this responsibility.

The legal relationship that exists between bank and bank consumers occurs because of the birth of the mobile banking (m-banking) agreement, therefore legal protection and problems related to the assignment of responsibilities cannot be separated from the contents of the agreement itself. The agreement in principle is carried out and in the form of a standard contract which is made unilaterally by the bank. The contents of the agreement, if seen, tend to provide benefits for the bank only. In addition, the agreement is also sometimes made in very small writing which is difficult to read and understand. This strongly indicates that the legal protection provided in the agreement has not been balanced.

In the Banking Law, the obligations that need to be carried out by banks that have a relationship with the implementation of mobile banking (m-banking) can be seen from several articles, including the following:<sup>27</sup>

1. Providing information related to the possible occurrence of losses related to customer transaction processes carried out through banks;

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<sup>25</sup> Mariam Daus Badnuzaman, *Kitab Undang-Undang Hukum Perdata Buku III Hukum Perikatan Dengan Penjelasannya* (Bandung: Alumni, 1996).

<sup>26</sup> Yulianti Yulianti, "Perlindungan Nasabah Bank Dari Tindakan Kejahatan Skimming Di Tinjau Dari Undang Undang Nomor 21 Tahun 2011 Tentang Otoritas Jasa Keuangan.," *Widya Yuridika*, 2020, <https://doi.org/10.31328/wy.v3i2.1663>.

<sup>27</sup> Republik Indonesia, "UNDANG-UNDANG REPUBLIK INDONESIA NOMOR 10 TAHUN 1998 TENTANG PERUBAHAN ATAS UNDANG-UNDANG NOMOR 7 TAHUN 1992 TENTANG PERBANKAN" (n.d.).

2. Reporting the opening of offices under commercial bank branch offices to Bank Indonesia;
3. Maintain all forms of confidentiality regarding information about depositors and their deposits.

The obligations that must be carried out by the bank include the following:<sup>28</sup>

1. Have a control system for the system and application in the form of a system for the procurement, development, operation and maintenance processes.
2. Implementing the principles of monitoring and security systems on the use of systems and applications that are feared to carry a fairly high risk, especially those related to the use of database technology, microcomputers, and data communication.
3. Have a reliable and competent Disaster and Recovery Plan.

So related to the legal rules that provide concessions for the bank from the responsibility for the multifunction system, it is a form of violation of the above provisions. Because in principle, the bank should be able to take a form of prevention related to this and have a recovery plan. In addition to carrying out responsibilities in terms of carrying out various obligations ordered by the Banking Law, in terms of implementing m-banking, the bank also has the responsibility to carry out various obligations of business actors as stipulated in the Consumer Protection Act<sup>29</sup> and Regulation of Financial Services Authority (POJK) No 12 /POJK.03/2018.

The bank is obliged to:<sup>30</sup>

1. Doing good faith in carrying out the field of business they are engaged in (Article 7a);
2. Perform services to consumers correctly and uphold honesty and non-discrimination (Article 7c);
3. To guarantee the quality of goods and services that are produced or traded based on the standard rules for the quality of goods and services that are carried out (Article 7d);
4. Disseminate correct, clear and honest information related to the condition and condition of goods and services and provide information related to how to use, how to repair, and how to maintain (Article 7b);
5. Provide opportunities for consumers to conduct tests, as well as experiments on certain goods and services as well as provide guarantees or guarantees for goods carried out in the production process or goods being traded (Article 72);
6. Provide all forms of compensation, compensation or other forms of compensation for the consequences of being used, used, and exploited for goods

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<sup>28</sup> Republik Indonesia.

<sup>29</sup> Republik Indonesia, "UNDANG-UNDANG REPUBLIK INDONESIA NOMOR 8 TAHUN 1999 TENTANG PERLINDUNGAN KONSUMEN" (n.d.).

<sup>30</sup> Republik Indonesia, UNDANG-UNDANG REPUBLIK INDONESIA NOMOR 10 TAHUN 1998 TENTANG PERUBAHAN ATAS UNDANG-UNDANG NOMOR 7 TAHUN 1992 TENTANG PERBANKAN.



or services that are traded and if the goods or services obtained by consumers and used are not in accordance with what was agreed upon. (Article 7g).

Then related to the implementation of the provision of compensation for a period of seven days after the transaction. The compensation for compensation does not eliminate the possibility of a criminal charge being based on a further evidence related to the existence of an element of guilt. On the other hand, this provision does not apply if the business actor can provide evidence related to the alleged wrongdoing by the consumer.

In the provisions contained in Article 23 of the Consumer Protection Law<sup>31</sup>, it explains the rules regarding the bank which refuses or does not respond or does not pay the loss to the claim from the consumer, which as explained above, the process for parties related to this can be carried out. a lawsuit with a consumer dispute settlement agency or submit a dispute resolution process to a judicial institution where the consumer is domiciled. Based on this, to realize a structured and balanced relationship between the bank and its customers in Indonesia related to the implementation of the mobile banking (m-banking) business, this should be stated in the formulation of the division of responsibilities contained in the criteria. The criteria in the contract between the bank and the customer specifically related to the protection of consumers and bank customers who are generally in a relatively disadvantaged position, in the event that the provisions in the banking sector do not regulate it clearly and unequivocally, it is necessary to further review the extent to which the laws and regulations related to banking implementation can be expanded. However, related to the nature and consequences that usually arise from mobile banking (m-banking) activities and the openness to make specific arrangements through the formation of laws and regulations, further possibilities should be considered.

Based on this, related to material losses obtained by the customer in the mobile banking (m-banking) procedure, the bank customer using mobile banking (m-banking) can file a claim or request responsibility from the bank and third parties. , this is part of the provisions contained in several laws and regulations. These problems can be resolved by using several responsibilities, including the following:<sup>32</sup>

1. If a bank customer using mobile banking (m-banking) suffers a material loss due to an error on the part of the bank customer using mobile banking (m-banking), therefore the bank customer using mobile banking (m-banking) cannot perform filing a claim aimed at the bank because the error was made by bank customers who use mobile banking (m-banking) themselves, and therefore the bank does not carry out any form of default to bank customers who use mobile banking (m-banking) itself.
2. If there is a material loss obtained by a bank customer who uses mobile banking (m-banking) due to an error on the part of the bank, therefore the bank's entrepreneur must fulfill all demands from the bank customer using mobile banking (m-banking). ) and must fulfill its responsibility to pay compensation in

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<sup>31</sup> Republik Indonesia, UNDANG-UNDANG REPUBLIK INDONESIA NOMOR 8 TAHUN 1999 TENTANG PERLINDUNGAN KONSUMEN.

<sup>32</sup> Wafiya, "Perlindungan Hukum Bagi Nasabah Yang Mengalami Kerugian Dalam Transaksi Perbankan Melalui Internet," *Kanun: Jurnal Ilmu Hukum* 56, no. 14 (2012): 37–52, <https://doi.org/10.24815/kanun.v14i1.6198>.

accordance with the losses obtained by the bank customers using mobile banking (m-banking). This is because the bank has defaulted on bank customers who use mobile banking (m-banking).

3. If the material losses obtained by bank customers who use mobile banking (m-banking) are in fact due to the actions of third parties, then the guilty third party must pay all demands and be fully responsible to bank customers who use mobile banking (m-banking). ), the claim is made based on an unlawful act.

Meanwhile, to resolve customer cases (consumers who suffer losses) carried out by banks, a case settlement can be carried out through legal remedies<sup>33</sup> which are in the form of handling consumer cases, which can be done through court (penal) or out of court (on penal) which is carried out based on choices carried out alone without any intervention from the parties to the dispute. (the regulation was issued before the issuance of BI regulations related to banking mediation).

Based on the rules contained in Article 45 paragraph (2)<sup>34</sup> explains that in terms of handling consumer cases, there are two types of settlements, including the following:

1. Settlement out of court, namely by using an institution that has the task of resolving cases between business actors and consumers, as well as
2. Settlement of cases through judicial mechanisms that are under the general court environment.

#### **4. Conclusion**

The update of the regulation is mobile banking (m-banking) whose network channels are used to provide services in the banking sector such as opening accounts, transfers and online payments. Now, In carrying out mobile banking (m-banking) activities, it is required to carry out risk management in its service activities effectively. Developments in the field of banking services carried out by utilizing the advancement of the internet are growing along with the rapid growth of information technology. Problems related to security are not only for the benefit of customers but also for the benefit of the bank that implements mobile banking (m-banking) itself or the banking industry universally. However, problems related to security in conducting transactions and legal protection for customers are to developing mobile banking (m-banking) in the future, this is due to the lack of legal certainty for customers because there is no form of regulation on internet activities in Indonesia. Indonesia. The form of legal protection for customers has sources in two types, namely given on orders from the law and derived from agreements. Due to the absence of legal products that specifically regulate m-banking (especially related to protection for bank customers), therefore the form of legal protection of the agreement becomes one of the important aspects. This protection would be perfect if the Personal Data Protection Act was passed.

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<sup>33</sup> Rudy Haposan Siahaan, "PENYELESAIAN SENGKETA PERBANKAN MELALUI MEDIASI PASCA KELUARNYA UU NOMOR 21 TAHUN 2011 TENTANG OTORITAS JASA KEUANGAN," *DOKTRINA: JOURNAL OF LAW*, 2018, <https://doi.org/10.31289/doktrina.v1i1.1610>.

<sup>34</sup> Republik Indonesia, UNDANG-UNDANG REPUBLIK INDONESIA NOMOR 8 TAHUN 1999 TENTANG PERLINDUNGAN KONSUMEN.

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