

CHAPTER V

CONCLUSION

A. Conclusion

1. Legal protection for customers in the case at the Karawang District Court 587K/PDT.SUS-BPSK/2021 has already obtained protection, consisting of preventive and repressive protection, they are as follows:

a. Preventive Legal Protection

Forms of preventive legal protection provided to debtors can be seen in:

- 1) Undang-Undang Nomor 10 Tahun 1998 concerning Amendments to Undang-Undang Nomor 7 Tahun 1992 concerning Banking. found in pasal 8 ayat (2) dan pasal 11. Pasal 8 ayat 2 yang mandates that Commercial Banks must have and implement credit and financing guidelines based on banking principles as stipulated by Bank Indonesia.
- 2) Undang – Undang Nomor 8 Tahun 1999 concerning Consumer Protection, found in Pasal 18 regarding consumer protection, which regulates the limitations on the use of standard clauses in credit agreements.
- 3) Regulation of Otoritas Jasa Keuangan Nomor POJK Nomor1/POJK.07/2013 jo POJK 06/POJK.07/2022 oncerning Consumer Protection in the Financial Services Sector, found in pasal 21 and 22 which regulate the use of terms in standard agreements.

b. Repressive Legal Protection

Repressive legal protection refers to efforts to resolve issues when disputes occur. In this case, if a debtor is disadvantaged by a credit agreement containing standard clauses, the debtor can file a complaint with the Financial Services Authority. For consumer and public protection, the Financial Services Authority is authorized to provide legal defense, including (Pasal 30 UU OJK):

- 1) Taking specific actions against financial institutions to resolve complaints from consumers harmed by financial institutions.
 - 2) Filing lawsuits.
2. The impact of the standard agreement studied in the decision of Pengadilan-Negeri Karawang 587K/PDT.SUS-BPSK/2021 is as follows:
- 1) It raises objections from customers because severance pay is blocked and debited unilaterally by Bank Mandiri.
 - 2) Bank Mandiri argues that there will be subrogation to PT. Asuransi Bangun Askrida to cover the severance costs.

B. Recommendation

1. For PT. Bank Mandiri (Persero), Tbk as the creator of standard agreements, they should not use exoneration clauses in credit agreement transactions as this contradicts Indonesian legal provisions, especially those in the POJK regulations. Moreover, detailed clauses that may pose legal risks, particularly

those containing exoneration phrases requiring customer consent, should be clearly explained.

2. For Hakim Mahkamah Agung RI, in the future, considerations should also be given to points in standard agreement clauses that contain exoneration clauses regulated under the POJK regarding Consumer Protection in Financial Services, ensuring customers are provided legal certainty regarding their rights.

