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LEGAL PROTECTION OF BANK CUSTOMERS THROUGH THE DIRECTORS' LIABILITY FOR LOSS OF CUSTOMER DEPOSIT

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Abstract

Civil Responsibilities where bank customers are parties who use bank services, consisting of depositors and debtors. Depositors are customers who place their funds in the form of deposits based on a bank agreement with the customer concerned. Meanwhile, debtor customers are customers who obtain credit or financing facilities based on sharia principles or what is equivalent to that based on a bank agreement with the customer concerned. Legal protection for bank customers through bank accountability for loss of customer deposits. It can be seen that in principle, the relationship between banks and customers depositing funds is based on a relationship of trust, which is usually called a fiduciary relationship. Banks work with funds that the public has deposited in them on the basis of trust, so that every bank needs to continue to maintain its health by maintaining and maintaining public trust in it. Solegal protection for bank customers through directors' accountability for loss of customer deposits according to Wandari and Ramdhan argue that this places more emphasis on the application of the prudential principle of banks which is basically a general security system for activities and the banking system as a whole through efforts to increase bank security. Even this has been expressly regulated in Article 2 of the Banking Act that the prudential principle requires banks to always be careful in carrying out their business activities, or in other words banks must always be consistent in implementing laws and regulations in the banking sector based on professionalism. And good faith.

Keywords: Legal Protection, Banks, Board of Directors Accountability, Customer Deposits

I. INTRODUCTION

In order to realize a just and prosperous Indonesian society[1] based on Pancasila and the 1945 Constitution[2] , the national development that has been carried out so far needs to be carried out on an ongoing basis. Economic development as part of national development is directed more seriously and concretely to realize an economy that is oriented towards a people's economy that is equitable, independent, reliable, just and able to compete in the international economic arena.

Economic development is carried out by a country as a conscious effort to improve the standard of living of its people. In the context of a state based on law[3] then the legislation becomes important in carrying out the development.

Politics of law[4] in Indonesia related to banking is of course based on Pancasila. Where Pancasila is not only the basis of the State but is the ideal of law and the source of national

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legal order. Even the essence of the main ideas in the Preamble of the 1945 Constitution are none other than the values or the embodiment of the precepts of the five precepts in Pancasila. [5]

Based on the provisions in the Preamble of the 1945 Constitution, Pancasila is the legal ideal[6] will master the basic laws both written and unwritten, or in other words will function as a barometer and examiner as well as the basic legal basis which will then become the foundation for the laws and regulations of the Republic of Indonesia.

According to Sunaryati Hartono, legal development is influenced by economic development. Changes in society, on the one hand, can be the result of changes in the economic system, which in turn require a legal system that supports it, but on the other hand, it can also be caused by a new legal system that directs society or human activities in the economic field towards a system. Certain economy. [7] In the renewal of national law, through the political role of law, several laws in the economic field need to be adapted to economic developments due to globalization such as contract law, banking law, mining law, investment law, environmental law and others.

Economic development is prioritized but sometimes legal development is neglected. As a result, in the development of the economic sector, various issues arise from national scale legal issues. These legal issues and problems are the excesses of political (economic) policies which do not have the essence of substance because they prioritize the steps and workings of the law. Therefore, it is only natural to improve oneself in facing the rapid growth and development of economic development. This can be done by making necessary adjustments and changes to various legal instruments and national legislation that regulate the economic sector. [8]

To anticipate this, since 1988 the government has issued a series of deregulation package policies in the financial, monetary and banking sectors. Since then, the banking world has become livelier, because new banks have appeared everywhere. On the other hand, the banking world was hit by a tragedy which made it dark, with the emergence of new problems that had never happened before. It seems that Law Number 14 of 1967 concerning Banking Fundamentals and several other laws in the banking sector that are in force are no longer adequate and cannot keep up with developments in the national and international economy. Therefore, the legal order needs to be renewed by drafting a new law on banking. From this new law, on March 25, 1992, the President ratified it to become Law Number 7 of 1992 concerning Banking. Thus, since then, banking law has undergone a very fundamental change.

Furthermore, since the enactment of Law Number 7 of 1992, it has changed for the first time. This change is part of the banking reform implementation program, namely improving legal instruments in the banking sector and establishing a deposit-supporting fund institution, which in turn will restore domestic and international public confidence in the Indonesian banking system. The amendment to Law Number 7 of 1992 is contained in Law Number 10 of 1998 concerning Amendments to Law Number 7 of 1992 concerning Banking. This law was passed by the President on November 10, 1998. [9]

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Now what is meant by banking law? In simple banking law is a positive law that regulates everything related to the bank. Bank is a financial institution whose main function is to collect and distribute public funds. This means talking about the current law that governs everything related to banks. Even so, the old banking provisions are still being studied as material for the history of the development of the establishment of banking law in Indonesia. From the history of the formation of the banking law, it is possible to compare the provisions of banking law that were once in force in Indonesia. It can be concluded that the definition of banking law is a series of positive legal provisions that regulate everything related to banks, including institutions, business activities,

Based on the above understanding, the elements contained in banking law are:

1. A series of positive legal provisions (banking). The existence of banking legal provisions with the issuance of various laws and regulations, whether in the form of laws, government regulations, presidential decrees, Bank Indonesia regulations, Directors' decisions and Bank Indonesia circulars and other implementing regulations. All laws and regulations in the banking sector are strung together as a system bound by certain legal principles.
2. Positive law (banking) is based on written and unwritten provisions. Written provisions are provisions established by authorized legal and statutory bodies, both in the form of original (original) regulations and derivative (derivative) regulations; while the provisions that are not written are provisions that arise from being maintained in the practice of implementing banking operations.
3. The provisions of the banking law regulate the institutional management of banks. It regulates the requirements for establishing a bank, which includes licensing, legal form, management and bank ownership. Also regulates the organizational structure that supports banking business activities. It also contains provisions on bank guidance and supervision by Bank Indonesia and bank secrecy. [10]
4. The banking law provisions also regulate aspects of its business activities. In general, the main function of a bank is to collect public funds. The collection of public funds is realized in the form of savings. Then the funds raised are channeled back in the form of providing credit or financing based on sharia principles and other bank businesses. In addition, the bank carries out the business of providing banking services that are not included in its main function. In fact, according to the amended Banking Law, banks can also carry out other activities that are commonly carried out by banks, as long as these other activities do not conflict with the applicable laws and regulations.

From the point of view of the national legal system, banking law has become a sectoral and functional law. Therefore, banking law, in its study, eliminates the distinction between public law and private law, so that its scope is very broad. If you want to go into detail, the scope of banking law covers several areas of law, such as administrative law, civil law, commercial law, criminal law and international law. [11] One of the banking activities is the Bank. According to. GM Verryn Stuart in his book Political Banks argues "bank is an entity that aims to satisfy credit needs, either with its own means of payment or with money obtained by it and other

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people, wherever by circulating means of exchange for new forms of demand deposits. According to A. Abdurahman in the Encyclopedia of Economics, Finance and Trade, he stated "a bank is a type of financial institution that carries out various services, such as providing loans, circulating currency, supervising currency, acting as a depository for valuables, financing the business of companies and others".

When viewed from its function, the definition of a bank can be grouped into three, namely: First: Banks are seen as recipients of credit. In this first sense, the bank receives money and other funds from the public in the form of:

- Ordinary savings or savings that can be requested/taken back at any time.
- Time deposits, which are savings or deposits where withdrawals can only be made after the specified period expires
- Deposits in a checking/giro account in the name of the depositor, where withdrawals can only be made by using a check, bilyet, demand deposit, on a written order to the bank.

The first definition reflects that banks carry out credit operations passively by collecting money from third parties. Second: banks are seen as lenders, meaning that banks carry out credit operations actively, regardless of whether the credit comes from deposits or savings received or originates from credit creation carried out by the bank itself. Third: banks are seen as credit providers to the community through sources originating from their own capital, public savings/savings as well as through the creation of bank money. [12]

One form of public savings is savings in the form of savings deposits. Deposits are deposits that can only be withdrawn at a certain time according to the agreement between the depositor and the institution concerned. [13] Where in making a form of Deposit savings, banks are required to be able to work professionally and be fostered and supervised continuously so that they can function efficiently, healthily, fairly, be able to compete and be able to properly protect the funds deposited by customers. Banks are also supposed to maintain and protect customer deposit funds and be responsible in accordance with applicable laws and regulations to protect the interests of their customers.

Banking fundraising system[14]from time to time contains consequences or risks in the form of loss of customer deposit funds in the bank due to various reasons.

Incidents of loss of customer deposit funds at banks are often claimed as a form of bank carelessness. The Law on Banking does regulate the principle of prudence (prudent banking principle), namely a principle which states that in carrying out its functions and business activities, banks must apply the principle of prudence. - Careful in order to protect public funds entrusted to him.

Regarding the customer's right to claim the return of lost funds and bank accounts do not always work as expected. It is not uncommon for banks to reject customer claims or demands for various reasons which essentially state that the loss of customer funds is not due to the

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bank's negligence or carelessness, therefore the bank declares that it cannot be held responsible and invites the customer or jointly with other parties. Bank to take legal proceedings and then respect court decisions that have permanent legal force.

Talking about bank responsibilities, according to Hans Kelsen, the responsibilities consist of: [15]

1. Individual responsibility, that is, an individual is responsible for his own violations;
2. Collective accountability means that an individual is responsible for an offense committed by another person;
3. Liability by mistake means that an individual is responsible for a violation committed intentionally and foreseeable with the aim of causing harm;
4. Absolute liability means that an individual is responsible for a violation he committed unintentionally and unexpectedly.

Responsibility in the legal dictionary can be termed liability and responsibility, the term liability refers to legal responsibility, namely accountability due to mistakes made by legal subjects, while the term responsibility refers to political responsibility. [16] The theory of responsibility places more emphasis on the meaning of responsibility which is born from the provisions of the Laws and Regulations so that the theory of responsibility is interpreted in the sense of liability, [17] as a concept related to the legal obligations of a person who is legally responsible for certain actions that he can be subject to a sanction in the case of his actions contrary to law.

So the responsibility of the bank can be seen based on criminal responsibility and civil liability. Criminal liability based on Law Number 7 of 1992 as amended by Law Number 10 of 1998, several aspects of banking crime can be found, among others stated below: [18]

1) Collecting funds without a banking business license;
2) Crimes concerning banking secrets;
3) The crime concerns bookkeeping records and bank statements;
4) Crime of abuse of office;
5) The crime of not implementing steps for compliance with bank regulations;
6) credit card abuse;
7) Criminal acts by affiliated parties (Article 50).

Civil Liability where bank customers are parties who use bank services, consisting of depositors and debtors. [19] Depositors are customers who place their funds in the form of deposits based on a bank agreement with the customer concerned. Meanwhile, debtor customers are customers who obtain credit or financing facilities based on sharia principles or what is equivalent based on a bank agreement with the customer concerned. Then what about customer legal protection? Legal protection according to Satjito Rahardjo legal protection is

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an effort to protect someone's interests by allocating a human right to him to act in the context of his interests. According to Setiono, legal protection is an action or effort to protect the public from arbitrary actions by authorities that are not in accordance with the rule of law, to create order and tranquility so as to enable humans to enjoy their dignity as human beings.

According to Muchsin, legal protection is an activity to protect individuals by harmonizing the relationship of values or rules that are embodied in attitudes and actions in creating order in social life between fellow human beings. According to Philipus M. Hadjon, it is always related to power. There are two governmental powers and economic powers. In relation to government power, the issue of legal protection for the people (those who are governed) against the government (those who govern). In relation to economic power, the issue of legal protection is protection for the weak (economy) against the strong (economy), for example protection for workers against employers. [20]

II. RESEARCH METHODS

1. Research Form

In this study, the author uses empirical juridical legal research methods, namely legal research regarding the enactment or implementation of normative legal provisions in action in every particular legal event that occurs in society. [21]

Or in other words, that is a research conducted on the actual situation or real situation that occurs in the community with the intention of knowing and finding the facts and data needed, after the required data is collected then leads to problem identification which ultimately leads to problem solving. [22] In this study, the author will describe or describe in detail, systematically, thoroughly and deeply about the legal protection of bank customers through the accountability of directors for loss of customer deposits.

2. Data Type

In analyzing the legal issues in this study, the author uses primary data and secondary data. Primary data was obtained through interviews with informants and secondary data which included primary legal materials, secondary legal materials and tertiary legal materials, where all of this material was then compiled and used as support in finding answers to legal issues to be resolved. These ingredients are:

a. Primary Legal Materials

Primary legal material is legal material that is authoritative, which means it has authority related to the object under study. Primary legal materials consist of legislation, official records or treatises in making laws and decisions of judges that have permanent legal force.[23]

The primary legal materials used by the author in this research are:

1) Code of Civil law.
2) Law Number 10 of 1998 concerning Amendments to Law Number 7 of 1992 concerning Banking.

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b. Secondary Legal Materials

Secondary legal materials serve as a complement to primary legal materials. Secondary legal materials include all legal documentation that is not official documents, including text books, law journals and comments on court decisions, which have relevance to the research being conducted. Among these secondary legal materials, the main secondary legal materials are legal books including scientific papers, as well as legal journals.

In this study, the secondary legal materials used by the author are:

1. Books; And
2. Law journal.

c. Tertiary Legal Materials

To enrich and broaden the author's horizons, non-legal materials are also used as supporting materials which provide information and explanations on primary legal materials and secondary legal materials. Non-legal materials used in this research include:

1) Materials obtained from lecture activities.
2) Materials originating from outside the legal field, for example those originating from newspapers, magazines, the internet and so on, which are used to complement or support research materials.
3) Legal dictionary as a reference to legal terms.

3. Data analysis

In data analysis, there are two types of analysis, namely qualitative and quantitative analysis. For this writing, the author uses the nature of qualitative analysis, namely where the basis for the formulation of justification is based on the quality of the opinions of jurists, doctrines, legal principles, theories, as well as from the formulation of normative law itself.

In this study, the author will analyze the research results in the form of existing legal norms and supported by the opinions of experts concerned with the issues at hand. All of the existing materials will later be collected and analyzed as a whole to answer the issues that are the problems in this research.

III. RESULT AND DISCUSSION

Speaking of responsibility is obligatory, bearing, obliged to bear the burden, obliged to fulfill all the consequences arising from actions, willing to serve, and willing to sacrifice for the benefit of other parties. [24] Problems regarding civil liability for negligence or mistakes that occur at a bank can be related to the management of the bank. The bank's management in this case is the party acting on behalf of the legal entity of the bank based on the provisions of the company's articles of association. Therefore, the management's responsibility for their actions is divided into personal responsibility and corporate responsibility. Viewed from the aspect of the scope of the legal field, in general the concept of legal responsibility (liability) will refer

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to legal responsibility in the realm of public law and legal responsibility in the realm of private law. Legal responsibility in the public domain, for example, is the responsibility of the state administration and the responsibility of criminal law. Meanwhile, responsibility in the realm of private law can be in the form of liability based on default and responsibility based on unlawful acts (PMH) or in Dutch it is known as onrechtmatigedaad. [25] On the other hand, civil legal responsibility based on unlawful acts is based on the existence of legal relations in the form of rights and obligations that are based on law. [26] According to Article 1365 of the Civil Code, every act that violates the law, which causes harm to another person, requires the person whose fault caused the loss to compensate for the loss. The article stipulates the fulfillment of four main elements, namely:

1) There is an act;
2) There is an element of error;
3) There is a loss suffered;
4) There is a causal relationship between errors and losses.

Responsibility in the science of law against the law is categorized into three, namely: [27]

1) On purpose;
2) Without error (without intention or negligence);
3) Due to negligence.

Based on the three categories of unlawful acts above, legal responsibility can be divided into the following:

a) Responsibility with an element of error, namely responsibility that arises due to intention and negligence as contained in article 1365 of the Civil Code that every unlawful act that brings harm to another person obliges the person who because of his mistake issues the loss to compensate for the loss.
b) Responsibility with an element of error, especially negligence as stipulated in Article 1366 of the Civil Code, that a person is responsible not only for losses caused by his actions, but also for losses caused by negligence or lack of caution.
c) Absolute responsibility or responsibility without fault, as stipulated in Article 1367 of the Civil Code that a person is not only responsible for losses caused by his own actions, but also those caused by the actions of people who are his dependents, or people who are under his supervision.

Regarding bank responsibility based on unlawful acts, it is an act that is contrary to the rights of other people, contrary to the legal obligations of the perpetrator himself, or contrary to good decency or with caution that must be heeded in one's social life towards other people or object. [28] According to Hans Kelsen, in his theory of legal responsibility, it states that a person is legally responsible for certain actions or that he has legal responsibility, the subject means that he is responsible for sanctions from actions that conflict. [29]

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Unlawful acts in Indonesia refer to the provisions in the Civil Code, namely article 1365 that any unlawful act that causes harm to another person, because the mistake caused the loss, compensates for the loss. Every responsibility must have a basis. It is this basis that causes a person to be responsible and how far the responsibility must be imposed on the party concerned. Usually the principles of liability in law can be distinguished as follows: [30]

1) The principle of responsibility based on an element of fault (fault liability or liability based on fault) is a principle which states that a person can only be legally held accountable if the elements of error he has committed are fulfilled, in the form of an act, an element of error, a loss suffered, there is a causal relationship between mistakes and losses in accordance with the provisions in Article 1365 of the Civil Code. [31]
2) The principle of presumption to always be responsible. This principle shows that the defendant is continuously held responsible (persumption of liability principle), until he can prove that he is innocent. So, the burden of proof is on the defendant. If the defendant cannot prove the plaintiff's guilt, then no compensation will be given. [32]
3) The presumption principle is not always responsible. This principle is the opposite of the second principle. The principle of presumption of non-liability usually occurs in a very limited range of consumer transactions, and such restrictions can be justified in common sense. [33]
4) The principle of absolute responsibility (strict liability) is often identified with the principle of absolute responsibility. Some say absolute responsibility is a principle in which the error factor is not the determining factor. But otherwise absolute responsibility is responsibility without fault and without exception. [34] The principle of absolute responsibility is one type of civil liability. [35]
5) The principle of liability with limitations (limitation of liability principle) is highly favored by business actors as an exoneration clause in the ordinary agreements they make. This principle of responsibility, if determined unilaterally by business actors, will result in consumer losses. [36]

Regarding legal protection for bank customers through bank accountability for loss of customer deposits, it can be seen that in principle the relationship between a bank and a customer depositing funds is based on a relationship of trust, which is usually called a fiduciary relationship. Banks work with funds that the public has deposited in them on the basis of trust, so that every bank needs to continue to maintain its health by maintaining and maintaining public trust in it. Philipus M. Hadjon argues that in consumer protection there are two theories of legal protection, namely repressive legal protection and preventive legal protection. [37] Repressive legal protection is legal protection carried out by imposing sanctions on perpetrators in order to clear the law to the actual situation, and this type of legal protection is usually carried out in court. Preventive legal protection, namely legal protection that has the aim of preventing a dispute from occurring. [38] Legal protection for depositors is guaranteed by the government with its legal products, namely the relevant laws and regulations. Legal products that have been issued by the government to depositors in Number 10 of 1998

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concerning Amendments to the Banking Law Number 7 of 1992 concerning Banking Article 1 number 24 states that the Deposit Insurance Corporation (LPS) is a legal entity that organizes guarantee activities for customer deposits deposits through insurance schemes, and buffers, or other schemes; The Deposit Insurance Agency or LPS is regulated in Law Number 24 of 2004. In carrying out its business activities between banks and customers creates two sides of responsibility, namely obligations to the bank itself and obligations to customers depositing funds as a result of a legal relationship. [39] The rights and obligations between the bank and the customer have been determined in the agreement made between the two parties to make it an achievement.

In this discussion, the author conducts interviews related to Legal Protection of Bank Customers through Bank Responsibility for Loss of Customer Deposits to the Bank and customers. According to Wandira Kusuma Wardana, as Manager, Bank BTN[40] And Ramdhan Mustapa, as Assistant Manager at Bank BTN[41] say that regarding the relationship between the bank and the customer in customer deposit funds, Wandira said that the relationship between the bank and the customer is based on an agreement between the bank and the customer. The customer as a depositor of funds keeps his funds in a bank giving freedom and trust to the bank to manage the funds he keeps in accordance with the agreement that has been made before. The main obligation of the bank to its depositors is to return deposits at the customer's request and provide interest on these customer deposits. Meanwhile, from the point of view of Aryo Bismoko's customers[42]who are bank customers say that the bank in this case places itself as a borrower of funds belonging to the community which acts as a fund investor. Specifically, the form of the relationship between the bank and the customer depositing funds can be seen from the relationship to the use of the bank's own products, such as savings products, time deposits, current accounts and other products that are equivalent to that. Regarding the product chosen by the customer, both the bank and the customer must comply with the general terms and conditions that apply according to the agreement of both parties. Then regarding the responsibility of banks as corporations for loss of customer funds, Wandari and Ramdhan refer to the legal relationship between banks and customers as stipulated in Article 1 number 5 of Law Number 10 of 1998 concerning Banking which basically regulates the existence of an agreement based on 4 (four) principles namely:

a) Principle of Trust (Fiduciary Relations Principle);
b) Prudential Principle;
c) Principle of Confidentiality (Secrecy Principle); And
d) Know Your Customer Principles (Know Your Customer Principle).

So because the relationship between the customer and the bank is about law and trust, if the loss of customer funds is caused by negligence on the part of the bank, then the bank should be responsible as a corporation. Aryo's customer opinion, the bank must be responsible for the reason for the trust that has been given by the customer to the bank. Customers depositing funds submit their funds to be kept by the bank with the aim that they can be used or put to good use for benefits that will be enjoyed by customers, for example in return for interest on

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deposits for a certain period of time. So if the customer's funds are declared lost, then according to the agreement that has been made, the bank should be responsible for the losses suffered by the customer.

Regarding the dispute resolution process between the bank and the customer regarding the loss of customer funds, Wandari and Ramdhan agree that a legal basis is needed in the form of a court decision that has permanent legal force (inkracht van gewijsde) which punishes the bank for compensating the customer, even though On the other hand, there is a POJK provision Number: 1/POJK.07/2013 concerning Consumer Protection in the Financial Services Sector in Article 29 which principally states the responsibility by banks as financial service business actors for losses suffered by consumers/customers resulting from errors or negligence of service business actors. Finance. Meanwhile, from the customer's opinion, Aryo said that the settlement of disputes related to the loss of customer funds, namely the bank who was aware of this, immediately compensated the loss according to the nominal loss experienced by the customer. If this is not immediately followed up by the bank, then clearly it can have a major impact on the reputation or good name of the bank itself and if this is known by other customers, then it is possible that other customers will withdraw their funds at the said bank so that they do not suffer a bad fate. The same as customers who are victims of the loss of the funds belonging to them. In terms of legal protection for bank customers through the accountability of the directors for the loss of customer deposits, according to Wandari and Ramdhan, they argue that this places more emphasis on the application of the prudential principle of banks, which is basically a general security system for activities and the banking system as a whole through efforts to increase security against bank. Even this has been expressly regulated in Article 2 of the Banking Act that the prudential principle requires banks to always be careful in carrying out their business activities, or in other words banks must always be consistent in implementing laws and regulations in the banking sector based on professionalism. And good faith.

Furthermore, in the view of Aryo's customers, the legal protection that should be given to customers as a form of bank responsibility for the loss of customer deposits is that customers already have a legal relationship with the bank when the customer has entrusted them with placing their funds in the bank in the form of savings deposits, time deposits or demand deposits. So, with a strict security system and quality human resources owned by a bank, it is only fitting for the bank to provide protection, comfort and security to its customers. What I need to emphasize here is that banking institutions are institutions that rely on public trust for the continuity of their business. Then regarding future solutions related to the accountability of directors for loss of customer deposits, Wandari and Ramdhan said that in order to maintain their reputation in the eyes of customers and stakeholders, as long as this was caused by an error/negligence on the part of the bank, the bank should be responsible for replacing losses suffered by the customer. Furthermore, interviews with Aryo's customers said that the bank must immediately compensate for the losses suffered by the customer without waiting for legal action to be taken by the customer because the bank here is a place that according to the general public is the safest place to store their savings funds, so if negligence over the loss of funds belonging to occurs, the bank should replace the customer's funds. On the other hand,

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if the bank does not immediately make compensation, as described in the answer above, it will certainly have a bad/fatal impact on the reputation of the bank itself. Customers who become victims will of course not only take legal action but will also carry out publication actions through journalists/media as a form of accountability from the bank to its customers.

IV. CONCLUSION

Legal protection for bank customers through bank accountability for loss of customer deposits, namely by means of efforts legal protection, namely repressive legal protection and preventive legal protection. Legal protection for depositors is guaranteed by the government with its legal products, namely the relevant laws and regulations. In carrying out its business activities, the relationship between the bank and the customer creates two sides of responsibility, namely the obligation to the bank itself and the obligation to the customer as a result of a legal relationship. So it can be concluded that legal protection against the loss of customer deposits is by focusing on the application of the bank's prudential principle which is basically a general security system for activities and the banking system as a whole through efforts to increase bank security. Even this has been expressly regulated in Article 2 of the Banking Act that the prudential principle requires banks to always be careful in carrying out their business activities, or in other words banks must always be consistent in implementing laws and regulations in the banking sector based on professionalism. And good faith. As for suggestions for legal protection for bank customers through bank accountability for loss of customer deposits, namely by carrying out supervision of this in order to apply the principle of prudence and trust between bank relationships with customers.

Bibliography

Book:

1) Abdulkadir Muhammad, Hukum dan Penelitian Hukum, Citra Aditya Bakti, Bandung, 2004.
2) _____, Hukum Perdata Indonesia. Cetakan Ke-III, Citra Aditya Bakti, Bandung, 2000.
3) Asri Wijayanti, Hukum Ketenagakerjaan Pasca Reformasi, Jakarta: Sinar Grafuka, 2009.
4) Bambang Waluyo, Penelitian Hukum Dalam Praktek, Sinar Grafika, Jakarta, 2002.
5) Busyra Azheri, Corporate Social Responsibility dari Voluntary menjadi Mandotary, Raja Grafindo Perss, Jakarta, 2011.
6) C.F.G. Sunaryati Hartono, Bhinneka Tunggal Ika, Sebagai Asas Hukum Bagi Pembangunan Hukum Nasional, Citra Aditya Bakti, Bandung, 2006.
7) _____, Politik Hukum Menuju Satu Sistem Hukum Nasional, Alumni, Bandung, 1991.
8) Darji Darmodiharjo dan Shidarta, Pokok-pokok Filsafat Hukum, Apa dan Bagaimana Filsafat Hukum Indonesia, Gramedia Pustaka Utama, Jakarta, 2008.
9) E Suherman, Aneka Masalah Hukum Kedirgantaraan (Himpunan Makalah 1961-1995), Mandar Maju, Bandung: 2000.
10) Hans Kalsen, Teori Umum tentang Hukum dan Negara, PT. Raja Grafindo Persada Bandung, 2006.
11) Hans Kelsen, sebagaimana diterjemahkan oleh Raisul Mutaqien, Teori Hukum Murni Nuansa & Nusa

The Seybold Report
ISSN 1533-9211
DOI 10.17605/OSF.IO/QU4TM

Media, Bandung, 2006.

12) HR. Ridwan, Hukum Administrasi Negara, Raja Grafindo Persada, Jakarta, 2006.
13) M.A. Moegni Djojodirjo, Perbuatan Melawan Hukum, Pradnya Paramita, Jakarta, 1982.
14) Mochtar Kusumaatmadja, Konsep-Konsep Hukum dalam Pembangunan, Alumni, Bandung, 2013.
15) Moh. Mahfud MD, Membangun Politik Hukum, Menegakkan Konstitusi, LP3ES, Jakarta, 2006.
16) _____, Politik Hukum di Indonesia, LP3ES, Jakarta, 1998.
17) Muhamad Djumain, Asas-Asas Hukum Perbankan di Indonesia, Citra Aditya Bakti, Bandung 2005.
18) Muhammad Yusuf, Bisnis Syariah, Mitra Wacana Media, Jakarta, 2011.
19) Munir Fuady, Hukum Perbankan Modern Berdasarkan Undang-undang Tahun 1998, Buku Kesatu, Citra Aditya Bakti, Bandung, 1999.
20) N. H. T. Siahaan, Pencucian Uang dan Kejahatan Perbankan, Pustaka Sinar Harapan, Jakarta, 2005.
21) Peter Mahmud Marzuki, Penelitian Hukum, Kencana, Jakarta, 2013.
22) Philipus M. Hadjon, Perlindungan Hukum Bagi Rakyat Indonesia, Bina Ilmu, Surabaya, 1987.
23) Rachmadi Usman, Aspek-aspek Hukum Perbankan di Indonesia, PT. Gramedia Pustaka Utama, Jakarta, 2001.
24) Salim H.S, Pengantar Hukum Perdata Tertulis (BW), Sinar Grafika, Jakarta, 2002.
25) Shidarta, Hukum Perlindungan Konsumen Indonesia, PT Grasindo, Jakarta, 2004.
26) Sidharta, Hukum Perlindungan Konsumen Indonesia, PT Grasindo, Jakarta, 2004.
27) Soediman Kartohadiprodjo, Pancasila Sebagai Pandangan Hidup Bangsa Indonesia, Gatra Pustaka, Jakarta, 2010.
28) Sunan Zulkifli, Panduan Praktis Transakasi perbankan Syariah, Zikrul Hikam, Jakarta, 2003.
29) Thamrin Abdullah, dan Sintha Wahjusaputri, Bank Dan Lembaga Keuangan, Edisi 2, Jakarta, Mitra Wacana Media, 2018.

Thesis:

1) Kiki Nitalia Hasibuan, Mis-Selling Perbankan Perbuatan Melawan Hukum, Tesis, Magister Ilmu Hukum Universitas Indonesia, Depok, 2011.
2) Risma Gani Mendrofa, Sistem Pertanggungjawaban Koperasi Simpan Pinjam Berbadan Hukum, Tesis, Magister Ilmu Hukum Universitas Kristen Satya Wacana, Salatiga, 2014.

Website:

1) Nin Yasmin Lisasih, Teori Tentang Perbuatan Melawan Hukum, terdapat dalam www.ninyasminelisasih.com, Diakses pada tanggal 14 Maret 2022.

Interview:

1) Wawancara dengan Aryo Bismoko, selaku nasabah Bank BTN, pada tanggal 12 Maret 2022.
2) Wawancara dengan Ramdhan Mustapa, selaku Assistant Manager pada Bank BTN, pada tanggal 21 Februai 2022.
3) Wawancara dengan Wandira Kusuma Wardana, Selaku Manager, Bank BTN, pada tanggal 21 Februai 2022.