

**PERLINDUNGAN HUKUM TERHADAP HILANGNYA UANG
ELEKTRONIK BERBASIS *SERVER* DITINJAU DARI PERATURAN BANK
INDONESIA NOMOR 23/6/PBI/2021 TENTANG PENYEDIA JASA
PEMBAYARAN DAN UNDANG-UNDANG NOMOR 8 TAHUN 1999
TENTANG PERLINDUNGAN KONSUMEN
(STUDI KASUS: DANA)**

Oleh: Farah Anindya¹, Nabiyla Risfa Izzati²

INTISARI

Penulisan hukum ini bertujuan untuk mengetahui dan menganalisis perlindungan hukum bagi pengguna aplikasi DANA dalam hal terjadinya uang elektronik berbasis *server* yang hilang ditinjau dari Peraturan Bank Indonesia No. 23/6/PBI/2021 tentang Penyedia Jasa Pembayaran dan Undang-Undang No. 8 Tahun 1999 tentang Perlindungan Konsumen dan kesesuaian pengembalian uang elektronik berbasis *server* oleh DANA sebagai bentuk pertanggungjawaban terhadap peraturan perundang-undangan yang berlaku.

Penelitian ini merupakan penelitian normatif empiris bersifat deskriptif yang dilakukan melalui studi kepustakaan dengan studi lapangan. Hasil penelitian yang diperoleh dianalisis dengan metode kualitatif.

Berdasarkan hasil penelitian ini diperoleh kesimpulan bahwa perlindungan hukum preventif dan perlindungan hukum represif bagi pengguna aplikasi DANA terkait hilangnya uang elektronik berbasis *server* sudah disediakan sesuai PBI PJP dan UU Perlindungan Konsumen, hanya saja secara keseluruhan belum berjalan maksimal. Begitupun dengan mekanisme ganti rugi yang meskipun telah tunduk pada ketentuan Pasal 177 PBI PJP, Pasal 28 ayat (1) PBI Perlindungan Konsumen BI, dan Pasal 37 ayat (1) Perlindungan Konsumen BI, namun penanganan dan penyelesaian pengaduan konsumen belum berjalan dengan baik sebab pihak DANA kurang responsif dan informatif sehingga ketentuan Pasal 4 huruf d UU Perlindungan Konsumen dan Pasal 7 huruf b UU Perlindungan Konsumen belum sepenuhnya terlaksana, kemudian proses pengembalian uang elektronik berbasis *server* yang melewati waktu pengembalian ganti rugi mengakibatkan tidak sama rata serta tidak sesuai dengan ketentuan Pasal 19 ayat (3) UU Perlindungan Konsumen.

Kata Kunci: Perlindungan Hukum, Uang Elektronik Berbasis *Server*, Penyedia Jasa Pembayaran.

¹ Mahasiswa Strata-1 (S-1) Departemen Hukum Perdata, Fakultas Hukum Universitas Gadjah Mada.

² Dosen Bagian Hukum Ketenagakerjaan, Fakultas Hukum Universitas Gadjah Mada.

**LEGAL PROTECTION AGAINST THE LOSS OF ELECTERONIC MONEY
SERVER BASED IN TERMS OF BANK INDONESIA REGULATION NUMBER
23/6/PBI/2021 CONCERNING PAYMENT SERVICE PROVIDERS AND LAW
OF THE REPUBLIC OF INDONESIA NUMBER 8 OF 1999 CONCERNING
CONSUMER PROTECTION
(CASE STUDY OF DANA)**

Author: Farah Anindya³, Nabiyla Risfa Izzati⁴

ABSTRACT

This legal research aims to know and analyze legal protection for users of the DANA application in terms of loss of electronic money server based in terms of Bank Indonesia Regulation Number 23/6/PBI/2021 concerning Payment Service Providers and Law of The Republic of Indonesia Number 8 of 1999 concerning Consumer Protection and the implementation of electronic money server-based refunds by DANA as a form of accountability based on the applicable laws and regulations.

This legal research is a normative empirical and descriptive research conducted through a combination between library study and field study. The research results were obtained, then analyzed using the qualitative method.

From the results of the research, it was concluded that preventive and repressive legal protection for users of the DANA related to the loss of server-based electronic money had been provided according to the of Bank Indonesia Regulation Number 23/6/PBI/2021 concerning Payment Service Providers and Law of The Republic of Indonesia Number 8 of 1999 concerning Consumer Protection, but as a whole it has not been implemented optimally. With the compensation mechanism, although it has complied with the provisions of Article 177 Bank Indonesia Regulation Number 23/6/PBI/2021 concerning Payment Service Providers, Article 28 paragraph (1) BI Consumer Protection Regulation, and Article 37 paragraph (1) Consumer Protection Regulation, the handling and settlement of consumer complaints has not gone well because DANA is not responsive and informative so that the provisions of Article 4 letter d of the Consumer Protection Law and Article 7 letter b of the Consumer Protection Law have not been fully implemented, then the electronic money server-based refund process has not been evenly distributed because it has passed the compensation return period as stipulated in Article 19 paragraph (3) of the Consumer Protection Law.

Keywords: *Legal Protection, Electronic Money Server Based, Payment Service Provider.*

³ Undergraduate Student in Civil Law Department of Faculty of Law Universitas Gadjah Mada.

⁴ Lecturer in Labor Law, Department at Faculty of Law Universitas Gadjah Mada.