

**CIVIL LIABILITY FOR CUSTOMER LOSSES DUE TO SYSTEM
ERRORS IN DIGITAL BANKING TRANSACTIONS**

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ABSTRACT

The development of digital banking services has given rise to new legal consequences that are no longer simple, especially when there is a system error that has an impact on customer losses. Currently, there is no regulation that specifically and systematically affirms the limits and forms of bank civil liability for customer losses due to digital system failures. This condition creates a normative argument void in determining whether losses due to system errors are solely resolved through the bank's internal mechanism or can actually be qualified as a default that gives rise to a civil law obligation to compensate. On that basis, there are several issues that will be researched in this study, namely How do the provisions of civil law regulate the legal relationship between customers and banks in digital transactions? Can the error system in digital banking transactions be categorized as a default or *force majeure* according to civil law? What is the form of bank civil liability in dealing with claims for compensation due to consumer losses due to system errors in digital banking transactions?

This type of research is normative juridical, the nature of this research is descriptive analysis, using a legislative approach and a case approach. Data is sourced from secondary data by processing data from primary legal materials, secondary legal materials and tertiary legal materials. Document study data collection tool, with qualitative analysis.

Based on the results of the research, it is known that the provisions of civil law regulating the legal relationship between customers and banks in digital transactions can be seen from the provisions in the Civil Code, Law Number 10 of 1998 concerning Banking, and the ITE Law as last amended by Law Number 1 of 2024, and also refer to Articles 1320 and 1338 of the Civil Code. Furthermore, system errors in digital banking transactions can be categorized as defaults and not *force majeure*, this is because of these disruptions are generally within the

control and operational responsibility of banks. In the end, it is understood that the form of bank civil liability in dealing with claims for compensation due to consumer losses because the error system in digital banking transactions is not only limited to the refund of the affected funds, but also includes the obligation to provide compensation for all losses incurred, both in the form of costs, real losses, or other losses that can reasonably be proven.

Keywords: Civil Liability, Banking, Digital Transactions, Customers.

A. Introduction

Banking practices in Indonesia have started since the colonial era which continues to develop to this day. Starting from 1958 the government nationalized Dutch-owned banks, in 1965 the government established Policy to integrate all government banks into one central bank. Growing up bank owned by the government and the private sector to the transformation of conventional banks into bank services in the era of digitalization.

At this time the development of information and communication technology has been very rapid, everything has been made easier. Globalization has been the driving force behind the birth of the era of information and communication technology development. The phenomenon of information and communication technology developments brings its own unique benefits to countries all over the world, namely encouraging economic growth by providing convenience in business transactions, especially business-to-money transactions that previously used conventional transactions towards electronic transactions. Technology is basically created to improve the quality of life and make it easier for human activities to be more effective and efficient.

B. Research Methods

A study cannot be called research if it does not have a research method.¹ Research methods are one of the factors of a problem that will be discussed. The study was conducted using secondary data which was analyzed qualitatively using the Desk Research Method. The literature materials used in writing this research are several references originating from

¹ Hanifah, I., Hariyanto, H., Ginting, L., Koto, I., & Syafriana, R. (2026). Legal Protection of Indonesia's Fisheries from Foreign Investment: A Social-State Approach. *Jurnal IUS Kajian Hukum dan Keadilan*, 14(1).

research results, studies, and reviews of several writings which are then summarized into a scientific paper.²

C. Discussion

1. Conditions Law Civil Regulating Between the Customer and the Bank in Digital Transactions

The development of information technology has established a new world order that is no longer hindered by territorial boundaries. Geographical distance has become relative, something that previously felt distant is now close, even things that were once imaginary have transformed into concrete reality. This includes making transactions today not only conventionally meeting each other, but can also be done with electronic media, including digital service media that are supplied by banks.

In this context, knowing that the provisions of civil law regulate the legal relationship between customers and banks in digital transactions, it is certainly necessary to look at the applicable legal regulations in accordance with the provisions of the principle of legality. One of the important aspects of *the rule of law* is the principle of legality. The principle of legality is a guarantee for everyone (including to regulate the relationship between the customer and the bank), and the same will be needed in the same case, including the same opportunity to exercise the rights as stipulated in the law. Seeing the legal relationship between the customer and the bank in a digital transaction is basically a civil law relationship born from an agreement. From a civil law perspective, the legal relationship is formed due to an agreement between the bank as a banking service provider and the customer as a service user, both expressed in writing and inherent in the use of digital banking services. The general provisions regarding agreements as stipulated in the Civil Code are the main basis that affirms that every legally made agreement is valid as a law for the parties to which they are bound thereto

2. System Error in Digital Banking Transactions Can Be Categorized as Default or Force Majeure According to Civil Law

² Simatupang, R. S. A., Hanifah, I., & Mansar, A. (2025). The Concept of Restitution as Legal Accountability in the Crime of Human Trafficking. *Pena Justisia: Media Komunikasi dan Kajian Hukum*, 24(1), 3554-3462.

The internal *regulation of mobile banking* is listed in the Banking Law, which specifically allows *mobile banking* and the use of other electronic devices in banking in Indonesia which is based on the Banking Law which reads "Banks can fulfill other businesses used by banks as long as they do not conflict with each other with this Law as well as with the current laws and regulations".

Late Inform Service Transactions *mobile banking* violates customer rights that have been regulated in Article 4 letter a of the Consumer Protection Law, where banks offer services *mobile banking* as well as customers who should be using the service *mobile banking* can receive the best service, one of which is customer funds. However, the bank fails to share comfort and security with customers when using the service *mobile banking*. In this case, it is proven that the customer's situation is disadvantaged by the delay in service payment transaction information *mobile banking*, because at the time of the transaction the customer was billed 2 (two) times which should have been caused by an error in the bank system. So it can be said that banking from the service *mobile banking* does not provide security or comfort for customers who should be using *mobile banking*.

System error in digital banking transactions is basically a disruption, failure, or incompatibility of electronic system functions that cause transactions to not be processed as they should. These forms can be in the form of a deducted balance but the transaction is unsuccessful, a failure to send funds despite instructions having been made, a delay in processing transfers, failure to pay bills, or inaccessibility to digital banking services due to internal system disruptions. In the legal context, this error system is related to the failure to implement the bank's obligations in providing reliable and functional digital transaction services as agreed with the customer.

3. Forms of Bank Civil Liability in Facing Claims for Compensation Due to Consumer Losses Due to System Errors in Digital Banking Transactions

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 who caused the loss. The general qualification of a lawsuit is an unlawful act or default.

Shape The bank's civil liability for customer losses due to system errors in digital banking transactions is basically based on the provisions of the Civil Code regarding default

and compensation. Article 1243 of the Civil Code emphasizes that reimbursement of costs, losses, and interest must be paid if the debtor, after being declared negligent, still does not fulfill his or her commitment or fulfill but not as intended. In this context, if the system error causes the transaction to not be carried out or causes losses to the customer, then the bank as the party obliged to provide reliable services can be held civil liable.

D. Conclusion

The provisions of civil law governing the legal relationship between customers and banks in digital transactions can be seen from the provisions of the Civil Code, the Banking Law, and the ITE Law (Law No. 1 of 2024). This relationship is a civil relationship born from a valid agreement in accordance with Articles 1320 and 1338 of the Civil Code, so it is binding on the parties and must be carried out in good faith. The Banking Law places banks as service providers to customers, while the ITE Law recognizes the validity of electronic transactions and requires a reliable and secure electronic system. Therefore, the relationship between banks and customers gives rise to mutual rights and obligations that become Basic civil liability in case of problems in the transaction. System errors in digital banking transactions can be categorized as default or *force majeure* according to civil law reviewed from Articles 1238, 1243, 1244, and 1245 of the Criminal Code

Civil and Article 15 of the ITE Law in principle are not *force majeure*, because such disruptions are generally still within the control and operational responsibility of the bank. *Force majeure* It can only be recognized if extraordinary events occur beyond our control and cannot be foreseen. On the other hand, internal system failures that cause transactions to not run as they should be more appropriately categorized as defaults, so that they can give rise to liability Answer the bank's civil if it harms the customer. The form of civil liability of banks in facing claims for compensation due to consumer losses due to system errors in digital banking transactions is not only in the form of refunds, but also compensation for all losses incurred, such as costs, real losses, and other losses that can be reasonably proven. Since the system failure is the responsibility of the electronic system operator, the bank is responsible for the customer's losses. If the bank does not provide a proper recovery, including compensation for

lost time and effort, it may qualify as a default that gives the customer the right to claim compensation through a civil dispute mechanism

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