

**LEGAL PROTECTION OF CONSUMERS USING E-MONEY IN VIEW FROM LAW NUMBER 8 OF 1999 REGARDING CONSUMER PROTECTION**

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**ABSTRACT**

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*One of the problems that arise for consumers or electronic money holders is card damage. Card damage usually occurs in chip-based electronic money types. Damage to the card causes failure in payment transactions because electronic money cannot be read by the reader at the merchant where the transaction is made, resulting in a failed transaction. The type of research used in this discussion is normative juridical research, namely to provide an understanding that law is a statutory instrument that is regulatory in its implementation. Furthermore, the data obtained is presented descriptively and then analyzed qualitatively. The results of the study show that a form of legal protection for users of Electronic Money (e-money) for the loss of e-money cards so that they are used by unauthorized parties is the Consumer Protection Act which gives e-money users the right to file a claim for compensation to the district court. or Consumers can also bring this problem to the Consumer Dispute Settlement Agency (BPSK). The legal position of e-money users in filing lawsuits related to the Consumer Protection Act is that electronic money users are consumers in the banking sector, so they have rights and obligations in using e-money products.*

**Keywords : Consumers, Protection, Liability, Electronic, Money.**

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**INTRODUCTION**

The development of electronic-based payment systems has had an impact on the emergence of new innovations in payment systems which is expected to provide convenience, flexibility, efficiency, and simplicity in doing transaction. Therefore, Bank Indonesia adapted a means of payment that can accommodate aspects known

as electronic money. <sup>1</sup>Impact of technological developments in the payment system The latest is with the emergence of known payment instruments with electronic *money* . Electronic money comes up the answer to the expected needs of micro payment instruments to process payments quickly at a relatively low cost, because the value of money stored in this instrument can be placed in one certain media that can be accessed quickly offline , cheap and safe.<sup>2</sup> One of the problems that arise for consumers or electronic money holders is card damage.

Consumers are required to new terms that have never been agreed upon, enforced later by the issuer when a claim for compensation is filed. Consumers holding electronic money can be harmed both materially and immaterially if business actors in practice do not heed consumer rights, especially the right of convenience when submitting claims for compensation and consumers are required to comply with the terms and conditions determined later. To prevent cases of damage to electronic money cards *that* often occur, the quality of electronic money should be standardized so that electronic money has a guarantee that it can be used properly, can be read by *readers* , does not have defects and does not cause transaction failures.<sup>3</sup>

*E-money* users or can be said as consumers, because based on Article 1 paragraph (2) of Law Number 8 of 1999 concerning Consumer Protection, consumers are every person who uses goods and/or services available in the community, both self-interest, family, other people, or other living things and not for traded, and *rights* are protected against every *e-money user* - their rights as mandated by Article 4 of Law Number 8 1999 concerning Consumer Protection. The existence of this law give hope to the people of Indonesia, in order to obtain protection for losses suffered in transactions of goods and services. UUPK guarantees legal certainty for consumers.<sup>4</sup>

Related to protection consumers, Article 49 paragraph (1) PP PSTE confirms that Business Actors those who offer products through the Electronic System must provide complete and correct information regarding the terms contracts, manufacturers, and products offered. In the next verse further emphasized that the perpetrator Efforts must provide clarity information about contract offers or advertisements. Sale and purchase transactions, though done online , based on The ITE Law and PP PSTE are still recognized as an electronic transaction can be accounted for . The Electronic Contract itself according to Article 48 paragraph (3)

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<sup>1</sup>Mintarsih, “ Protection Consumer Holder Money Electronic (E-Money) in touchWith Constitution Number 8 Year 1999 About Protection Consumer”, *Jurnal Wawasan Hukum*, Vol. 29 No. 02 September 2013, p. 89

<sup>2</sup> BI, *Paper Kajian Mengenai E-Money*, <http://www.bi.go.id>, p.2. Retrieved 26 March 2022

<sup>3</sup>Kelik Wardiono, “*Perjanjian Baku, Klausul Eksonerasi, Dan Konsumen*”, (Yogyakarta:Ombak, 2014), (Yogyakarta : Ombak , 2014), p. 51

<sup>4</sup>Celina Tri Siwi Kristiyani, *Hukum Perlindungan Konsumen*, (Jakarta: Sinar Graphic, 2011), p.49.

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PP PSTE should at least load stuff as follows; party identity data; object and specification; Electronic Transaction requirements; prices and costs; procedure in case there is a cancellation by the parties; provisions that give the aggrieved party the right to can return the goods and/or request a replacement product if there is a defect hidden; and choice of law settlement of Electronic Transactions.<sup>5</sup>

Article 2 of Bank Indonesia Regulation Number 20/6/PBI/2018 explains Also regarding *e-money* organizers must comply with the internal principle transaction activities that do not pose a risk to the system with sound financial system without any elements of fraud. The implementation of *e-money* must have benefits in the economy of the community and parties issuers must also adhere to the principle of prevention against money laundering, for anticipate the need to improve consumer protection for the user. Not only Bank Indonesia, OJK is an institution financial traffic controllers also issue related regulations consumer protection, namely OJK Regulation No. 01/POJK.07/2013 regarding Consumer Protection in the Financial Services Sector (hereinafter referred to as POJKPKSJK). In OJK Regulation No. 01/POJK.07/2013 concerning Consumer Protection in the Financial Services Sector stated that consumer protection is the protection of consumers with the scope of behavior of financial service businesses.

From the background description Based on this background, this research is important to do for the following reasons:

1. *E-money* is now widely used by the public and its use is increasing so that legal protection is needed for *e-money users* .
2. With regard to the use of *e-money* in the event of a loss for the consumer, it is worth examining how the form of filing a lawsuit can be filed.
3. Banks are institutions that are responsible for the existence of *e-money* , therefore it is necessary to examine banking accountability, in this case Bank Mandiri, suffered by *e-money users* .

## METHOD

Type study Which used in answer problems in discussion This is normative juridical law research. Normative juridical is used for provide an understanding that the law as a statutory device Which characteristic arrange in implementation. Juridical normative can said as “ research with use legal device to examine a phenomenon that occurs in public”. In matter This phenomenon the is protection consumer on the use of *e-money* .<sup>6</sup> The approach used is the case approach, namely by analyzing cases against legal protection for customers who use e-money at Bank Mandiri.

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<sup>5</sup> Cindy Aulia Khotimah and Jeumpa Crisan Chairunnisa, , “*Perlindungan Hukum Bagi Konsumen Dalam Transaksi Jual Beli-Online (E-Commerce)*”, *Business Law Review* : Volume One p. 16-17

<sup>6</sup>*Ibid.*, p. 45

**DISCUSSION****History of Global and National *E-money***

The development of *e-money* itself began in 1960. At that time the giant computer company IBM collaborated with *American Airlines* to create a system called SABER ( *Semi-Automatic Business Research Environment* ) which allowed *American airlines* offices to be paired with terminals connected to a telephone network that allows companies to directly check departure schedules, seat availability, and digitally make orders which can then be paid using a credit system. In the 1970s, banks in America and Europe used *mainframe* computers to track transactions between other bank branches.<sup>7</sup>

Furthermore, in 1983, a person named David Chaum wrote a *research paper* which introduced the idea of "digital money". David, who was born in 1955, is a computer scientist as well as a *cryptographer* (a person with expertise in breaking secret codes). David created many *cryptographic protocols* until he found *Digicash* , a digital company founded in Amsterdam. This company stands to recommend David's idea. But in 1998, this company had to be closed.<sup>8</sup>

In 1997, the Coca-Cola Company for the first time offered to make transactions at *vending machines* with *mobile payments*. After becoming a trend, it was only since then that the first and most popular *electronic money service company* to date, *PayPal*, appeared to the public. Continue to 2008, a new digital money exchange called Bitcoin appears. This is where the terms digital and virtual *currency* emerged. **Advantages and Disadvantages of Using *E-Money***

Electronic money in Indonesia becomes a booming trend because the implication of industry revolution 4.0. And the existence of *electronic money* really helps us in conducting online transactions in this digital era. Apart from that, we can also become a *payless generation* by not bothering to carry cash *everywhere* , with the dangerous risk of theft. The following is how *electronic money works* , namely:<sup>9</sup>

- a. No Pin or Signature needed
- b. Minimum and Maximum Top Up
- c. Tap for Each Transaction

*e-money* users is very large. This is inseparable from the various advantages that *e-money* has . some of the advantages of *e-money* , including:<sup>10</sup>

- a. Very Brief

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<sup>7</sup>Mayadina Rahma, "sejarah uang elektronik" [Http://www.ilmupengetahuan.blogspot.com/sejarah-uang-elektronik](http://www.ilmupengetahuan.blogspot.com/sejarah-uang-elektronik), accessed on July 8 2022, at 21.00 WIB.

<sup>8</sup>Ibnu, *Sejarah, Electronic Money Terbaik dan Cara Kerjanya*, <https://accurate.id/ekonomi-keuangan/electronic-money-adalah/>, accessed on July 8 2022, at 21.00 WIB.

<sup>9</sup>Ibnu, *Sejarah, Electronic Money Terbaik dan Cara Kerjanya*, Loc., Cit.

<sup>10</sup> NN. *Apa Itu e-Money? Ini Kelebihan dan Kekurangannya Secara Lengkap*, Loc., Cit.

- b. Prevent Circulation of Counterfeit Money
- c. Preventing Crime
- d. It's easy to top up money
- e. Free from Returns .

Even though on the one hand there are several benefits of Electronic Money, on the other hand there are risks that need to be addressed with caution by its users, such as:

- a. The risk of electronic money being lost and that it can be used by other parties, because in principle electronic money is the same as cash which, if lost, cannot be claimed to the issuer.<sup>11</sup>
- b. The risk is due to users' lack of understanding in using electronic money, such as users not realizing that the electronic money used is pasted 2 (two) times on the *reader* for the same transaction so that the value of the electronic money is reduced to a greater extent than the transaction value.<sup>12</sup>
- c. The limit on the number of balances in electronic money requires users to frequently *top up* or top up. This also makes users less flexible to make transactions above that amount.<sup>13</sup>
- d. The absence of a request for an access code for use of electronic money also makes it easy for others to misuse it.<sup>14</sup>
- e. For electronic money cards, the risk of loss will arise when *the chip* inside is damaged and cannot be read, so the balance inside will also be lost. You cannot make balance claims, replacements, and disbursements because *the chip* as the data source has been damaged. The same thing will apply if your *e-money card* is lost or used by someone else.<sup>15</sup>
- f. You can't top up too much, even though *e-money* is very simple to use, there is a maximum limit for filling in the balance. This means that we cannot top up the balance too much. The reason is that the use of *e-money* does not require a PIN or verification. If the *e-money card* is lost, the money in it will also be lost.<sup>16</sup>
- g. The balance cannot be taken back, *e-money* or electronic money is a card that has been implanted with *a chip* . This means that the amount of money

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<sup>11</sup>Dwi Aditya Putra, *Kenali Seluk Beluk e-Money, Termasuk Manfaat dan Risikonya Berikut ini*, <https://www.merdeka.com/perbankan/kenali-seluk-beluk-e-money-termasuk-manfaat-dan-risikonya-berikut-ini.html>, accessed on July 8, 2022, at 9:00 p.m.

<sup>12</sup>*Ibid.*

<sup>13</sup>Wisnu Amri Hidayat, *Pengertian Uang Elektronik, Dasar Hukum, dan Kelebihan Serta Kekurangan Menggunakan E Money*, <https://beritadiy.pikiran-rakyat.com/ekonomi/pr-703950925/pengertian-uang-elektronik-dasar-hukum-dan-kelebihan-serta-kekurangan-menggunakan-e-money?page=5> , accessed on July 8, 2022, 21.00.

<sup>14</sup> *Ibid.*

<sup>15</sup> *Ibid.*

<sup>16</sup> NN. *Apa Itu e-Money? Ini Kelebihan dan Kekurangannya Secara Lengkap, Loc., Cit*



that is *top up* cannot be transferred or cashed back. So, the balance can only be used for payment transactions.<sup>17</sup>

- h. The signal must be stable if you want to make a transaction. Because *e-money* is internet based, when making a transaction your cellphone signal must be stable. Transaction failure sometimes creates new problems.<sup>18</sup>
- i. Shopping using *e-money* is more wasteful. The ease of making transactions using this *mobile phone* spoils users to be able to make transactions anywhere and anytime. So, *e-money* users can easily withdraw money without having to transact through an ATM.<sup>19</sup>
- j. Not all minimarkets can transact using *e-money*. Using *e-money* can be a pain sometimes. When buying goods at minimarkets, for example, the transaction process with electronic money actually takes longer than paying cash because not all minimarkets are ready for electronic payments.<sup>20</sup>

### **Legal Protection for Electronic Money Users for Losing *E-Money Cards* so that they are used by Irresponsible Parties**

Legal protection is to provide protection for human rights that are harmed by other people and this protection is given to the community so that they can enjoy all the rights granted by law or in other words legal protection is various legal remedies that must be given by law enforcement officials to provide a sense of security, both mentally and physically from disturbances and various threats from any party.<sup>21</sup>

In order to guarantee legal certainty and protection for *e-money users*, the *preventive* legal protection facilities that have been provided are in the form of statutory legal products, namely in Article 2 of Bank Indonesia Regulation Number 20/6/PBI/2018 explaining that *e-money operators* must comply with the principles in transaction activities, namely not to pose a risk to the system with a sound financial system without any elements of fraud. The implementation of *e-money* must have benefits in the community's economy and the issuer must also have the principle of preventing money laundering, to anticipate this it is necessary to increase consumer protection for its users.

In implementing Electronic Money, as regulated in Article 34, Providers are required to: implement risk management in an effective and consistent manner; implement information system security standards; fulfill the obligation to process Electronic Money transactions domestically; and perform interconnection and interoperability. Another legal product that provides protection for *e-money* users

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<sup>17</sup> *ibid.*

<sup>18</sup>Fahlemi Faradela, *Kekurangan Penggunaan E-Money di Indonesia*, <https://tirto.id/kekurangan-penggunaan-e-money-di-indonesia-dhls>

<sup>19</sup> *Ibid.*

<sup>20</sup> *Ibid.*

<sup>21</sup>Satjipto Raharjo, *Ilmu Hukum*, (Bandung, PT. Citra Aditya Bakti, 2000), p.74.

is the Financial Services Authority Regulation Number 6 of 2022 concerning Consumer and Community Protection in the Financial Services Sector (POJK Number 6 of 2022), where Article 1 point 4 states the meaning of Consumer and Public Protection. is an effort to provide knowledge and understanding of PUJK products and/or services to be used or utilized by Consumers and/or the public, and efforts to provide legal certainty to protect Consumers in fulfilling Consumer rights and obligations in the financial services sector.

Article 4 POJK Number 6 of 2022 regulates the basic behavior of financial service business actors (PUJK), namely that PUJK is required to act in good faith in carrying out its business activities; and PUJK is prohibited from providing discriminatory treatment to consumers. Regarding losses due to loss of electronic money are not strictly regulated in Bank Indonesia Regulation Number 20/6/PBI/2018. However, you can find that in Article 43 paragraph (2) letter c it is stated regarding the application of the principle of consumer protection in which publishers are required to have a mechanism for compensation for losses caused not by user error or negligence.

### **Analysis In Filing Damage Law Related To Consumer Protection Laws**

Talking about *e-money* users as consumers in relation to using products issued by issuers (banks/institutions other than banks) as a means of making transactions/payments, where there is a relationship between business actors (product providers) and e-money users who are consumers of a certain product. As previously explained, consumers are all users of goods and/or services available in society, both for the benefit of themselves, their families, other people, and other living things and not for trading.

The consumer is defined not only as an individual (person), but also a company that is the final buyer or user. As for what is interesting here, consumers do not have to be bound in a buying and selling relationship, so that by itself consumers are not identical with buyers. It is different from the opinion of Hondius (an expert on consumer problems in the Netherlands) who concluded that legal experts generally agree that consumers are the ultimate users of goods and services.<sup>22</sup>

From the explanation above, it can be concluded that *e-money users* as consumers are individuals (people) who use a product, in this case cards used for transactions provided for the public to use in relation to finance. People who use these products are people who want the convenience provided by product providers/publishers in making transactions/payments.

### **Settlement of Consumer Disputes Under the Consumer Protection Act**

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<sup>22</sup>Shidarta, *Hukum Perlindungan Konsumen Indonesia, Op., Cit .*, p. 1.

Consumer disputes here are disputes that often occur between business actors and consumers, in connection with consumer transactions. Consumer disputes can stem from two things, namely because there are business actors who do not carry out their legal obligations as stipulated in the law, which are categorized as unlawful acts and because business actors or consumers do not comply with the contents of the contract agreement which are categorized as default or broken promise.<sup>23</sup>

Because there is no limitation regarding the meaning of consumer disputes in law, it can be defined that what is meant by consumer disputes is disputes that occur between consumers as users of goods or services on the one hand and business actors or producers on the other hand who are considered to have violated consumer rights. Consumer disputes can also be interpreted as disputes relating to violations of consumer rights. Its scope includes all aspects of law, both civil, criminal and state administration. Therefore, the term consumer transaction dispute is not used because the latter has a narrower impression, which only covers aspects of civil law.<sup>24</sup>

### **Position of *E-Money* Users in Filing Lawsuits for Losses Related to the Consumer Protection Act**

#### **a. Advantages of Using Electronic Money**

The use of electronic money is more convenient than the use of cash (in transactions of small value), because the customer does not need to have the exact amount of money for the transaction. In addition, electronic money will also affect the financial services industry in the future and can afford it reduce *barrier* in accessing the financial services industry. Use electronic money as an alternative means of payment *non-cash* show there is considerable potential to reduce growth rates use of cash. Electronic money also offers easy transactions faster and more convenient than cash, especially for transactions of small value (*micro payment*). Security and speed this transaction is certainly a necessary and sufficient commodity effective for creation *cash less society*.<sup>25</sup>

#### **b. Obligations of Electronic Money Operators**

Regarding the operation of electronic money, Article 34 of Bank Indonesia Regulation Number 20/6/PBI/2018 stipulates that in implementing Electronic Money, Providers are required to: implement risk management effectively and consistently; implement information system security standards; fulfill the

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<sup>23</sup>Nurzamzam, Analysis of Appropriate Dispute Resolution Methods to Improve Consumer Protection, *Prosiding Seminar Nasional "Hukum dan Pembangunan Yang Berkelanjutan"*, Volume 2, 2021, p. 143.

<sup>24</sup>*Ibid.*

<sup>25</sup>Mintarsih, "Perlindungan Konsumen Pemegang Uang Elektronik (E-Money) Connected With Law Number 8 of 1999" *Jurnal Wawasan Hukum*, Vol. 29 No. 02, (September 2013) p. 55



obligation to process Electronic Money transactions domestically; and perform interconnection and interoperability.

Article 43 paragraph (2) also states that apart from fulfilling the obligations referred to in paragraph (1), specifically for Providers in the form of Issuers, they must apply the principles of anti-money laundering and prevention of the financing of terrorism; and apply consumer protection principles. Implementation of risk management in an effective and consistent manner as stipulated in Article 35 includes: active management supervision; adequacy of policies and procedures as well as organizational structure; adequacy of risk management and human resources functions; and internal control.

#### **c. Problems with the Use of Electronic Money**

Even though it has been regulated through Bank Indonesia Regulation Number 20/6/PBI/2018, one of the problems that arises for consumers or electronic money holders is card damage. Card damage usually occurs in *chip*-based electronic money types. Damage to the card causes failure in payment transactions because electronic money cannot be read by the reader *at the merchant* where the transaction is made, resulting in a failed transaction. Damage to the card proves that the issuer does not guarantee the product in accordance with its promises, namely security, convenience and ease of transaction. In terms of inconvenience and loss due to damage to electronic money that cannot be used by consumers according to the Consumer Protection Act, they can submit a claim for compensation to the issuer of electronic money as a business actor.

#### **d. Court Powers**

In resolving cases that are being tried by a court institution, the authority to adjudicate that arises within the judicial environment basically already has limits outlined by law, especially regarding the Judicial Powers Act. Disputes on the authority to adjudicate between one court and another court institution should be avoided as much as possible so that justice seekers truly get legal certainty from every decision that has been made by a judge as God's representative based on the jurisdiction of judicial power outlined by the Law on him. <sup>26</sup>

Article 24 paragraph (1) of the 1945 Constitution reads: Judicial Power is an independent power to administer justice in order to uphold law and justice. The judicial power mandated by Article 24 paragraph (1) of the 1945 Constitution is further emphasized in Law Number 48 of 2009 concerning judicial power, especially in Article 1 which states that Judicial Power is the power of an independent State to administer justice in order to uphold law and justice based on Pancasila and the 1945 Constitution of the Republic of Indonesia, for the sake of the implementation of the Republic of Indonesia's legal state.

#### **e. Legal Position of E-money Users**

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<sup>26</sup> *Ibid.*

The legal position has an understanding that where a legal subject or legal object is located. By having a position, legal subjects or legal objects can take action and authority according to their status. Position itself means status, both for a person, place, or thing. The Big Indonesian Dictionary of position is often distinguished between the notion of position (status) and social position (social status). Position is defined as a person's place or position in a social group, while social position is a person's place in his social environment, as well as rights and obligations. Both terms have the same meaning and are described by position (status) only.<sup>27</sup>

Talking about *e-money* users as consumers in using products issued by issuers (banks/institutions other than banks) as a means of making transactions/payments, where there is a relationship between business actors (product providers) and *e-money users* who are consumers of a product . As previously explained , consumers are all users of goods and/or services available in society, both for the benefit of themselves, their families, other people and other living things and not for trading.

### **Analysis Of The Liability Provided By Bank Mandiri For Losses Suffered By E-Money Users**

Bank Mandiri was established on October 2, 1998, as part of a banking restructuring program implemented by the Indonesian government. In July 1999, four state banks namely Bank Bumi Daya, Bank Dagang Negara, Bank Ekspor Impor Indonesia and Bank Pembangunan Indonesia were merged to become Bank Mandiri, where each of these banks has an integral role in the development of the Indonesian economy. To this day, Bank Mandiri continues a tradition of more than 140 years of contributing to the world of banking and the Indonesian economy.<sup>28</sup>

The year 2005 was a turning point for Bank Mandiri, where Bank Mandiri decided to become a regional champion bank , which was manifested in a transformation program implemented through 4 (four) main strategies, namely:<sup>29</sup>cultural implementation ; Aggressive control of NPL levels ; m increasing business growth that exceeds the average ; and the development and management of alliance programs.

Bank Mandiri products are services and products presented for individual customers and business customers. Although the products are aimed at these two

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<sup>27</sup><http://repository.umy.ac.id/bitstream/handle/123456789/20673/e.%20BAB%20II.pdf?sequence=6&isAllowed=y> , Pdf, accessed on 5 May 2022 at 22.00 WIB.

<sup>28</sup> <https://www.bankmandiri.co.id/profil-perusahaan>, accessed on 27 September 2022, 21.00 WIB.

<sup>29</sup> *Ibid.*

categories of customers, in general the products of this state-owned bank consist of deposits, loans and credit cards. Bank Mandiri has six product categories for individual customers with three main products namely savings, loans and credit cards. Other products include several service features that provide convenience for Bank Mandiri customers in conducting banking transactions, namely:<sup>30</sup>

- a. Mandiri savings products,
- b. Bank Mandiri loan products
- c. Bank Mandiri credit card products,
- d. There are three other products and services from Bank Mandiri for individual customers, namely *e-banking* , investment and insurance, and remittances.

In addition to products for individual customers, Bank Mandiri also has products for business customers. Bank Mandiri has three main products, namely savings, loans and credit cards. In this main category there is an addition, namely *Cash Management* , as well as other products and services for business, namely *e-Banking, Trade Finance, and Treasury* , while the descriptions include:<sup>31</sup>

- a. Bank Mandiri savings products
- b. Bank Mandiri loan products
- c. Bank Mandiri credit card products, for business customers, Bank Mandiri only offers one type of credit card, namely the *Mandiri Corporate Card Visa*.
- d. Bank Mandiri *cash management* products ,
- e. Other products and services, for business people, namely: *e-Banking ; Trade Finance; Treasuries* .

In addition to providing deposit and loan services, Bank Mandiri also offers protection services through *Mandiri In Health* and AXA Mandiri insurance.

## CONCLUSION

Legal protection for users of Electronic Money ( *e-money* ) for lost cards *e-money* so that used by parties Which No Interested is that the Consumer Protection Act gives rights to consumers who feel disadvantaged over the use of a product to request compensation by filing a claim for compensation to the district court or the consumer can also bring this matter to the Consumer Dispute Settlement Agency (BPSK).

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<sup>30</sup>Hanifah Nurul, “Produk Bank Mandiri Terlengkap untuk Nasabah Individu hingga Bisnis”, <https://lifepal.co.id/media/produk-bank-mandiri-terlengkap/>, accessed on 27 October 2022, 23.00 WIB.

<sup>31</sup>*Ibid.*

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The legal position of *e-money users* in filing lawsuits related to the Consumer Protection Act are users of electronic money in the use of a product has a position as a consumer who uses a banking product. *E-money* owners with their position can use all the facilities and advantages provided in electronic money products issued by providers, of course equipped with rights and obligations that must be obeyed by *e-money users*. Therefore if the rights of *e-money users* are violated by the provider then the *e-money user* has the right to claim compensation and file a lawsuit with the Court.

Accountability given by Bank Mandiri Medan Branch for losses suffered by *e-money card users* if caused by errors or negligence of Bank Mandiri Medan Branch, Bank Mandiri Medan Branch will provide compensation including replacing *e-money cards* or returning balances, but if the loss is caused by an error or negligence by the *e-money card user*, Bank Mandiri Medan Branch will not be responsible for the loss as stipulated in Article 43 paragraph (2) letter c PBI No. 20/6/2018 concerning Electronic Money.

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