

## LEGAL PROTECTION AGAINST CREDIT CARD HOLDER CUSTOMERS IN THE PERSPECTIVE OF LAW NO. 8, 1999 ON CONSUMER PROTECTION

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### ABSTRACT

*Legal protection of the customers' credit card service users is one issue that deserves the attention of various parties. Bank as business operators are obliged to provide legal protection to its customers, particularly in terms of customer service user's credit card. Legal protection of the customers' credit card service users not running properly. Such a condition is seen first, when the pre-stage of the transaction, at this stage the information given to prospective customers is not as it should be, a lot of prospective customers know the banking products of advertising and brochures. Banks using print, electronic and advertising as a means to attract people to join a customer of the bank as well as an opportunity to win the competition against other banks and banks often further highlight the advantages, gifts, or points that can be obtained without providing clear information to prospective customers so that prospective customers interested in taking one of these banking products just because of the words listed in these ads, the second stage of the transaction, started by giving form and by a bank officer to prospective customers to fill out. How customers simply presented with the application form to be signed and the customer is not given the opportunity to object to such requirements, since such requirements has been made and determined unilaterally by the bank, and the third, the stage after the transaction, the stage of dispute resolution by the bank and its customers if customer credit card service users experiencing problems then they can do the notification or make a complaint to the bank by calling the telephone number specifically dealing with issues in the field. Against this credit card holders already receive legal protection as contained in Article 2 No. 8 of 1999 on Consumer Protection which regulates the principles of consumer protection and Article 4 also gives protection to the consumer by ensuring comfort, safety and consumer safety in the use of goods and / or services that they purchase. In addition, Article 18 of Law No. 8 of 1999 also provides for a ban on the inclusion of standard clauses by businesses that could harm consumers, especially for credit card abuse of credit card holders can sue businesses based on Article 26 of Law No. 8 of 1999 in order to meet the guarantee and / or warranty agreed / agreed.*

Keywords: Consumer Protection, Customer, Credit Card Holders

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### Introduction

Credit Card in English is called credit card was first published in the US by Diners Club in 1950, then American Express and American Card (Visa) followed in 1958. The history of the credit card itself is actually attached to the human lifestyle revolution. The presence of credit cards have changed the culture of conventional transactions taking cash changed to "plastic money" is simply done by simply swiping the card whenever buying or selling.

Basically, a credit card is a facility provided by the bank to its customers once met a number of procedures and requirements, so that card holders can use a credit card to shop at certain places which are registered and able to receive a credit card is, so in this case the bank acts as the credit card issuer (card issuer) and the customer is acting as the holder of a credit card (card holder).

The credit card is a means of substitute means of payment in business traffic and everyday life. Credit card usage has grown so rapidly in meeting the demands and lifestyle of modern society. Credit cards are included in the category of bank products and services that rely heavily on the trust bank to credit card holders.

Society as a credit card consumers can utilize the functionality and convenience provided, but this is seen as two sides of a coin. On one side of consumers find it easy to make payments for transactions conducted but on the other hand consumers can easily become victims of crime against credit card is increasingly widespread and easy to do so in line with the rapid development and technological sophistication.

Credit card holders are in a weak position compared with the bank as a credit card issuer. Weak position here because the credit card holder must pay the bill and bear all the consequences in case of misuse of credit cards out of use which he did. Based on these reasons credit card issues deserve more attention associated with misuse of credit cards by a party outside the cardholder.

The practice of credit card crime is quite sophisticated found in cases of counterfeiting. In this case the perpetrators wear certain tools that can make copies of the information on the card. Generally this happens on a magnetic stripe based credit cards are rubbed together at a particular tool that functions such as Electronic Data capturing (EDC) to the extent possible based credit card holders do not allow perpetrators card swiping at his skimming tool.

Crimes are categorized as white-collar crime (white collar crime) is not only done by parties outside the banking sector, but also involving the parties in their own banking environment.

According Rahayu there are three problems that frequent complaints by consumers against credit card issuing banks that issue interest credit card bills, delivery of information that is not transparent by the issuing bank and debt collection problems (debt

collectors). Moreover, still according Rahayu credit card issuing banks are often not transparent in informing the cause and effect in the use of credit cards. For example about the ease and facility of use the credit card provided.

Often easiness was not offset by the possibilities that bitter towards credit card usage as high interest credit cards and closing procedures. Usually the consumer is very difficult at all to close a credit card, in addition to the banks themselves were not accommodating. Especially regarding how the billing credit by debt collectors who are considered done by not properly resulting in the deaths customer Irzen Octa city banks in the year 2011.

The focus of customer protection issues focused on the provisions of the legislation and the provisions of the agreement governing the relationship between the bank and its customers. The legal relationship between the bank and the customer in possession of credit card agreements are the customer as the cardholder and the bank as the card issuer. Started legal relationship since the signing of the agreement on the credit card. The legal basis is justified by Article 1338 paragraph (1) of the Civil Code which states that any agreement made legally valid as law for those who make (the principle of freedom of contract).

Subekti states that people are free to make any deal, provided it does not violate public order and morality. The principle of freedom of contract provide on every person the right to be able to hold agreements contrary to the will and conditions agreed by both parties, with the terms of the subjective and objective evaluation of the validity of an agreement are met.

As a result of the principle of freedom of contract, supported by the ease of making a credit card, credit card issuers have created a standard application form that contains a standard clause which must be adhered to by the cardholder. Thus the substance of the agreement have been determined unilaterally by the bank, so that the consumer is on the weak side, because consumers can only agree on the contents of the agreement and subject to all the obligations and requirements in the standard clauses. This is due to the standard clause is usually included also the exoneration clause, namely the requirement that specifically frees the dominant party (bank) on the responsibility of these adverse effects arising from the agreement binding.

Seeing so much risk in the credit card issuance business safeguards the law for cardholders over the misuse of credit cards is absolutely necessary. Given the weak position of the consumer and the susceptibility of misuse of credit cards, it is necessary to expand the effort of consumer protection in this case the credit card holder to protect cardholders and encourage entrepreneurs in this case credit card issuing bank to carry out the provision of goods / services with responsibilities in the interests of consumers.

In the framework of efforts to protect consumers in general, has been established Law No. 8 of 1999 on Consumer Protection. Consumer Protection Act was intended to be a strong legal basis, both the government and society itself independently to make an effort to empower consumers. With the enactment of Law No. 8 of 1999 on Consumer Protection provides a logical consequence of the banking services.

Thus efforts to provide adequate protection against the interests of consumers is an important and urgent to find a solution soon, given the way the complex problems related to the protection of consumers especially in the era of free trade.

Business credit cards are not spared from the crime efforts. the involvement of credit card fraud can be made by third parties in various ways using the card illegally, merchant or by the holder of the card itself. The credit card issuer should consider the issuance of credit cards as appropriate provision of credit with regard to the principle of prudence (prudential banking) and prepare the agreements and conditions with the right credit card.

According Rajief Jahri, Vice President of Citibank, there are 11 modes of credit card crime, namely:

1. Lost / stolen card. In this mode the perpetrators pretended states credit card is lost, stolen good result. Usually the offender urging that the cards were reimbursed. While the bank is quite difficult to check in stores anywhere that cards already in circulation. During the replacement process, the perpetrator could use the old card.
2. Counterfeit card. This mode consists of two types, namely counterfeit credit cards with magnetic stripe and falsification without magnetic stripe. This mode is done by making the credit card exactly like the original, complete with the logo of the issuing bank or institution. Perpetrators of this mode because certain syndicates to make and distribute the necessary network support. The syndicate is capable of detecting the code numbers stored in magnetic stripe, making counterfeit credit cards that can be passed authorization point of sale.
3. Re-embossed card / Altered card. This mode uses the original credit card has expired. Relief number and date of the original trim, and then overwritten again (reembossed) with number and a new date
4. Re-encoded card. Syndicate that uses the system uses the way the original credit card validity period has passed, replaced the code in the magnetic stripe. With the detection engine and code-breaking formulas can know the code in the magnetic stripe. These codes are then converted, without having to replace the magnetic sheet attached to the surface of the card.
5. Record of change (ROC) Pumping. This mode is used by rogue merchant, by printing repeated consumer credit card on more than one transaction slip is then filled with fictitious transactions.
6. White plastic. This mode is done by mimicking the surface relief credit card number on the original printed on the transaction slip that ever happened. Relief is the basis for the manufacture of white plastic that is a plain plastic card without the logo and visual signs that will be installed on the reliefs of credit card numbers being imitated.
7. Split charge. The trick to solving a large number of transactions in a few slip containing small value transactions, with the aim that is not exposed to the authorization, or can shop above the maximum limit.
8. Spending spree. By doing small value transactions but as often as possible with the goal of a small shop.

9. Non-received card. This mode occurs because the opportunities associated with the delivery of a credit card. This mode is usually done on the pretext cards are not accepted, but it is used to make purchases or withdraw cash money.
10. Soliciteid card. This mode occurs as a result of credit card information and the original code given to the syndicate without the knowledge of the cardholder.
11. Mail order fraud. This mode often occur in countries with a credit card can be sent through the post office.

On misuse of credit cards as mentioned, certainly bring harm to the parties related to the issuance of credit cards. For credit card holders, he would suffer from being burdened by arrears on a spending bill / service that was never done. Therefore, the credit card holder should really understand on the credit card agreement which he agreed from the card issuer, so that card holders understand their rights and obligations in the event of misuse of his credit card.

In practice claim under the provisions of Article 1365 of the Code Civil Code have not been able to provide maximum protection for consumers, because these demands will continue to rely on the three factors that a weak point of the principle of liability under Article 1365 of the Code of Civil Code from a consumer perspective, namely their mistakes, their contract law, and the burden of proof on the consumer side.

Under the provisions of the Consumer Protection Act, which feels aggrieved or heirs or their proxies also can sue businesses in court or outside the court as through the Consumer Dispute Settlement Board without eliminating the criminal liability as provided by law.

Before the legal action either through the courts or BPSK, should always be sought in advance a peaceful solution. In addition to consumers of natural persons, the BFL is also allowed a class action lawsuit is a lawsuit by a group of consumers who have the same interests, the lawsuit may also be done by the consumer protection agency non-eligible and the government in the event of material losses were large and or victims not a little.

Given the weak position of consumers admit BFL, BFL embrace the reverse authentication system, both in civil and criminal in case of losses on the part of consumers conducted by businesses. In this case taken example tort cases that have occurred and prosecuted by the judiciary in Indonesia, as well as the implementation namely Civil Case No. 74 / PDT.G / 1995 / PN JKT. PST. In this lawsuit, the plaintiff Mrs. Pippi Sukarsih Young as the owner of Bridal Fashion FIFI against the Defendants Budi Santoso, Sales Manager PT. Diners Jaya Indonesia Intenational in the case of credit card abuse.

Legal considerations of the judges at the District Court level judge in this case is good for the interests of consumer protection laws of Indonesia, the consequence is that the defendant is obliged to compensate the losses suffered by Mrs. Pippi Sukarsih as consumer credit card holders.

Judges who hear these cases have understood the essence of the Consumer Protection Law which the verdict of the District Court Judge rate in this case in a fair has sided with consumers by punishing the defendant (businesses) to pay compensation to the plaintiff.

However, the businesses (defendant) still make legal effort to appeal to the Jakarta High Court. In this case the High Court of Jakarta also have won consumers with punish the Defendant to pay compensation to the plaintiff (consumer) based on Decision No. 653 / PDT / 1996 / PT DKI dated October 5, 1995

### **Forms of Agreement In Credit Card Usage**

Triangular legal relationship between the issuer-holder-seller of goods / services in the use of credit cards should be considered as assesoir (additional agreements) of the agreement substantially in the form of credit card issuance agreement between the holder of the issuer. Because while the holder to buy goods / services using a credit card there is agreement that the purchase price will be paid by the publisher. So buyers are not in the capacity to pay in full or with any other payment instruments other than using a credit card. juridical consequences, the sale and purchase agreement will be canceled if the credit card issuer, for example between the cardholder with the issuer canceled. For example, because there is deception on the capacity or the account holders are those done by the holder himself.

But if for example the publishers do not want to pay by reason of the cancellation of the agreement in principal then in addition cancellation of the purchase, the seller still has other legal remedy, namely sued directly the publishers, on the grounds that he had bound themselves to pay the given authorization (usually by telephone ) to the seller to sell the goods / services to the buyer with a credit card usage.

### **Agreements between the parties can be described as follows:**

#### **1. Between Publishers with Credit Card Holders**

The agreement between the issuer with the credit card holder is similar to bank credit agreement, which the debt will be paid back in installments on the credit card (in the narrow sense) and will be paid back once the billing period in certain cases payment in cash.

If the system is returned to the Book of the Law of Civil Law, the agreement between the issuer with the credit card holder is classified into a form agreements "leasing out". In the Book of the Law of Civil Law under Article 1754 of the Civil Code to Article 1773 of the Civil Code. According to Article 1754 of the Civil Code is meant by agreement Borrow and Use Out is an

agreement in which it is determined that the person who provided the loan (lenders) submit a number of items, items that can be used up to the lender in the amount and the same state.

Furthermore also determined that if the loan in the form of a sum of money, the parties are allowed to foretell the return of the principal plus interest (Article 1755 Civil Code).

Pursuant to Article 1759 of the Civil Code other characteristics are the lender can not demand the return on loan (incasu repayment) before the expiry of the time specified in the agreement unless the terms are not met according to the agreement the borrower is required to pay the debt before falling tempo. However, pursuant to Article 1226 of the Civil Code the termination of the agreement because one of the conditions are not met should be done through the courts. Often in practice Article 1226 of the Civil Code is expressly excluded by the parties.

## **2. Among the Cardholder With Sales of Goods and Services**

Among the credit card holder with sellers of goods and services in respect of which a credit card is used, there is also a legal relationship in the form of agreements, often unwritten common course purchase and sale agreement. What happens is three interrelated agreements between card holders, publishers and sellers of goods / services. The agreement between the publisher with the seller and the seller to credit card holders among the publishers with the buyers.

So in this case when the seller agrees to sell goods / services to the buyer using a credit card, then actually there is a binding agreement that if there is authorization from the publisher or whoever becomes his agent, the seller has agreed that the purchase is not paid in cash, but will be paid by the issuer or its agent when the slip that has signed by the purchaser will be submitted by the seller to the issuer or its agent.

By doing so, the agreement between the seller with the buyer the terms and conditions of the purchase agreement that is legally binding on both parties, as binding with the purchase agreement. If the authorization is sought, the publisher has also been bound, because when the credit cards are issued also by some sort of agreement that the publisher will pay the price the buyer of goods / services to anyone that card is used. But if an unauthorized course issuer will not be bound if he can prove that the holder in the sale and purchase transaction, not in following the terms of which have first set. For example, with maximum buying price is justified.

If returning to the system of the agreement adopted by the third book of the Civil Code, the terms and conditions in the form of a chance of the buyer to the seller that the price to be paid by the credit card issuer is already binding, and in case of unilateral cancellation through court authorities. As already mentioned, there are still subordinated to opinions on the controversy may be whether Article 1226 of the Civil Code ruled out. But if it be ruled out it is rarely done in practice much less to sell of buying and selling is done orally.

If after the purchase is done, then the publisher has done an authorization for whatever reason, are not willing to pay the price the buyer to the seller. So in this case will arise a problem that the seller can demand their rights or not.

## **3. Between Credit Card Issuers With Sales of Goods and Services**

There is no special bilateral agreement between the seller with the publishers. In this case there is only the participation of the issuer, as a party to the purchase agreement between the seller with the holder (buyer). Thus the purchase agreement into treaty triangle.

Actually, with the issuance of a credit card issuer has committed itself to pay the price of goods and services to the holder by using a credit card. So the act of issuance of credit cards can be considered just the beginning of the triangular agreement. This triangles perfect new treaty coming into effect if the purchase has been made between the seller with the holder. Then the triangular legal relationship is strengthened (confirmed) after being granted authorization to the sellers in the sale and purchase is concerned, because the purchase in question qualifies for payment. Then the authorization may be interpreted after the issuer agrees to pay the purchase price of the sale and purchase that specific. The confirmation can also be given to the issuance of a list of names and numbers of credit card holders regularly devoted to the big stores.

However, without confirmation / authorization means that with the issuance of a credit card, the publisher is already legally binding, the origin of buying and selling is done on terms that have been outlined. For example, the price does not exceed the maximum allowable limit. In case of buying and selling at a price above the value of maximum, then this is the fault of the buyer, since the buyer was not allowed to buy above the maximum price, the new publisher responsible after he gave its authorization. Because publishers give its authorization if selling above the maximum price. This can happen because the publisher has to tolerate, means the publisher has to know their obligations, or it could be also their mistakes. In the case of the second possibility, of course, appropriate that the publisher is responsible for paying the purchase price to the vendor without prejudice to the right publisher to ask for billing in full to the holder.

## **Qualifying Events That Cause Losses On Consumers**

Djumhana committed bank credit card as set clause regarding calculation of interest and other costs that can be changed in accordance with the policy of the bank without the required advance notice to the cardholder. The determination of the clause is clearly contrary to the Bank Indonesia Regulation Number. 7/6 / PBI / 2005 concerning Transparency in Bank Product Information and User Customer Personal Data.

Article 6 of the Regulation No. 7/6 / PBI / 2005, Bank Indonesia stipulates that banks are required to notify customers of any changes, additions or reductions in bank product characteristics. Such notice shall be delivered to each customer who is utilizing the product no later than 7 business days prior to the enactment of the change, addition and subtraction on the characteristics of the product or the bank. Banks that violate the provisions referred to in Article 6 will be subject to administrative sanctions in accordance with Article 52 of Law No. 7 of 1992 concerning Banking as amended by Act No. 10 of 1998 in the form of a written warning that would be taken into account with the bank health assessment component.

An act is said to have become a tort if the act does not comply with legal requirements or applicable law. But such actions must meet certain elements or certain criteria in order to be regarded as an unlawful act.

Both illegal under consumer protection have the following elements:

1. Is it in the event there is a violation of consumer rights or
2. What is the event that the manufacturer has acted contrary to its obligations under the law
3. Does the manufacturer have violated the norms of decency or
4. Does the manufacturer has done is inappropriate in the production and / or distribute their products have been negligent or otherwise take steps that ought to safeguard consumer safety.

Bank in issuing credit cards, it is necessary and appropriate to say that the real credit card is legally flawed banking products and the issuing bank clearly has committed an unlawful act. Therefore, the credit card issuing banks that cause harm to the consumer credit card users, then the issuing bank as a financial services institution should be responsible for any damage caused to the consumer credit card users. Meanwhile Bank Indonesia in carrying out its functions supposed to supervise the policy of the banks that perform this type of credit card issuance business, which once again confirmed tend to ignore the rights of customers.

### **Customers Legal Protection Against Credit Card Holders**

Legal protection for the customers of the service users of credit cards is one issue that deserves the attention of various parties. Bank as business operators are obliged to provide legal protection to its customers, especially in this case is the customer service users of credit cards. This is done by the bank because the customer has an important meaning for the survival and development of a bank. The legal protection of the customer's credit card services are not running properly, this condition is seen at the moment:

#### **1. Stage Pre-Transaction**

At this stage the information given to prospective customers is not as it should be. Many of the prospective customer knows banking products of advertising and brochures. Banks using print, electronic, and advertising as a means to attract people to join a customer of the bank as well as a platform to win the competition against other banks. Ads about a banking product is often more weight on profits, prizes or points that can be obtained without providing clear information to prospective customers. So that prospective customers interested in taking one of these banking products just because of the words listed in the advertisement.

#### **2. Stage Transaction**

At this stage the transaction begins with granting the application or form and by a bank officer to prospective customers to fill out. Prospective customers only presented with the application form to be signed. The format of the form is prepared and made by the Bank. They were not given the opportunity to object to such requirements because these requirements has been made and determined unilaterally by the bank. Circumstances like these that can be detrimental to customers.

#### **3. Stage After Transaction**

Stage after stage of completion of this transaction is the issue by the bank and its customers. If the credit card customer service users experiencing problems then they can immediately make the notification or make a complaint to the bank by calling the telephone number specifically dealing with issues in the field. then the bank will check whether clients have difficulties with the banking products. Basically the settlement of the issue between the bank and its customers can be done through the completion of the internal level of the bank concerned. Settlement in the bank's internal level generally begins with a complaint from a customer who experienced problems to the bank and then the bank respond to and process the reports of these clients. Bank entered into an examination of the problem. if there are problems then the bank will provide a solution or resolve these problems together with the customer concerned

In resolving a problem had the standard procedures and the handling of customer complaints problem solving in particular that differ from bank to another bank. If the solution to the problems offered by the bank and not satisfy the customer, then the way chosen by the customer is the path of peace. This is due to customers are reluctant to use the courts or the competent institutions, such as consumer organizations.

It is often made by customers who are not satisfied with the solution given by the bank is to write down the problems in the readers' letters section. This is done so that the customer can get support from the community who have experienced the same problem and get a response from the bank concerned. This happens because of weak legal protection to the customer's credit card service users.

Currently, many cases of credit card issue. Many consumers fear being chased by the bank to immediately pay the bill. Not infrequently, the bank is still in violation charge. As violence against the customer. Many who use the services of a debt collector also makes restless credit card owner. Common ways by debt collectors is usually by calling and visiting the houses of the consumer or his family

Usually, consumers still are not able to pay off the card bills, debt collectors are governed by the credit card issuing bank will take a number of items either movable or immovable as collateral. If the consumer has to pay it off. Then the guarantee will be returned. If it is not of course the goods disappeared. And the value of goods taken is equivalent to the amount of arrears.

### **Government's Role in Providing Protection On Credit Card Holders**

The active role of government is needed to increase understanding and awareness of businesses and consumers of the rights and obligations of each, as well as providing education to consumers of their rights as consumers, in order to reach the legal knowledge for consumers to scrutinize the agreement in the form of raw proffered to him. The active role of government is manifested among others is to establish the Law on Consumer Protection and encouraging empowerment consumer protection agency that aims to help consumers Indonesia to not harmed in consuming goods and / or services.

Empowerment becomes important because it is not an easy thing to expect the awareness of businesses that attempt to benefit as much as possible with a minimum of capital in accordance with the principle of economy in which these principles are detrimental to consumers, either directly or indirectly

Associated with the definition mentioned explicitly in the Act No. 3 of 2004 on Amendments to the Law No.23 of 1999 Article 6 letter i on the business and activities of commercial banks, especially credit cards, should Bank Indonesia as the Central Bank who served as an institution builder and banking supervisors make arrangements, guidance, and supervision which means that the banks in the credit card business practices.

The setting, coaching, and supervision of banks in credit card issuance is indispensable for reasons as follows:

- a. According to Law No. 3 of 2004, the Central Bank is a state agency that has the authority to issue legal tender of a country, to formulate and implement monetary policy, regulate and maintain the smooth operation of payment system, regulate and supervise the banking system and perform the function as the lender of the last resort.
- b. Law No. 8 of 1999 on Consumer Protection Article 1 (1) which confirms, that consumer protection is all the effort that guarantees the legal certainty to provide protection to the consumer. This goal led to the creation of a consumer protection system contains elements of legal certainty, and grow awareness of entrepreneurs about the centrality of consumer protection so that the growing attitude of honest and responsible in the attempt.
- c. Law No. 8 of 1999 on Consumer Protection Article 29 stated that the government is responsible for fostering the implementation of consumer protection that secure the rights of consumers and businesses, the implementation of the obligations seta consumers and businesses. Thus the government should through the Bank Indonesia as banking supervisors to intervene in various agreements with determining certain clauses in an agreement which prohibited issuance of credit cards that could affect or harm the interests of the public as consumers
- d. Article 1338 of the Civil Code jo 1320 governing the terms validity of the agreement and the implementation agreement for the parties to do so. Article 1338 of the Civil Code insists that all agreements made legally valid as legislation for those who make it. An agreement cannot be withdrawn in addition to the agreement of both parties or for reasons which by law is declared enough for it. An agreement must be implemented in good faith. Whereas Article 1320 of the Civil Code asserts, that's a legal contract that required four conditions agreed they were bound themselves, an ability to make a commitment, a certain thing, and a cause that is kosher

### **Accountability Principle Bank Credit Card Issuer On Consumer Adverse Events**

Acts detrimental credit card users conducted by the credit card issuing banks are generally categorized as fraudulent. In this case, including the criminal law is violated so that the principle of criminal liability also applies to banks that do many against credit card fraud. On implementation, often using the modus operandi is by using such methods do not give clear information, changes in interest rates and fees without prior changes resulting profits doubled and cause harm to the consumer.

By using the concept of accountability of strict liability in the field of consumer protection, in particular the responsibility of proving that the product will make it easier in the end to provide protection to the consumer. It is not intended to put the issuing bank as businesses in a difficult position solely, but because of the position of producers that are much stronger than consumer is partly due to the ability of employers in the fields of finance, technology advances industry very rapidly, and the ability of employers to wear best legal experts in dealing with a case.

Another reason that can be used as a basis for imposing strict liability or put this in particular consumer protection product responsibility is to look at the purpose of the protection itself. Password protection implies it easy for consumers can be achieved because the consumer to be protected it will be able to easily maintain or acquire rights when compared with the concept of fault where consumers are still burdened with the obligation to prove the guilt of credit card issuing bank provides protection to consumers does not mean a priori placing the credit card issuing bank in a difficult position, but merely give customers what they are entitled without prejudice to the interests of the bank issuing the credit card.

The principle of strict liability in Indonesia, is also familiar with the term absolute responsibility or liability risks, implicitly, to be found in Article 1367 of the Civil Code and Article 1368 of the Civil Code. Article 1367 of the Civil Code regulates one's responsibility for damage caused by goods that are under its supervision, for example, one owner of a particular item when that item resulted in harm to others. Then the owner is responsible for that damage, regardless of whether there is an error that is causing such losses.

Article 1367 of the Civil Code also applies to credit card issuing bank because the bank is as most businesses offering services and financial instruments to clients or consumers. Thus logically that the principle of strict liability is applied to the issuing bank, it will inevitably cunning tactics issuing bank not to take too many profit of the ways that have been mentioned earlier. Thus the issuing bank as businesses can be prosecuted by the consumer or customer credit card users if you have loss without considering the presence or absence of the element of fault (crate deceive consumers) conducted by the bank.

#### **Consumer Dispute Settlement With Credit Card Holder The Bank Publisher**

Consumer dispute with the credit card holder with issuing bank may be a default by the issuing bank, and tort. Consumer disputes can be sourced from two of the following:

1. Business actors do not carry out their legal obligations as stipulated in the law. meaning that businesses ignore the provisions of the law on obligations as businesses and prohibitions imposed on him in running the business. Disputes like this is called a dispute that comes from the law.
2. The business agent or the consumer does not comply with the agreement, which means that both businesses and consumers do not comply with their obligations under the contract or agreement made between them. Disputes like this can be called a dispute sourced from contract

Settlement of disputes between the credit card issuing bank to the credit card holders is a form of protection and legal responsibility of the issuing bank to the consumer. Consumer Protection Act gives two kinds of room to resolve consumer disputes resolution settlement through the courts and dispute resolution outside the court.

In Article 45 paragraph (1) of Law No. 8 of 1999 on Consumer Protection mentioned in addition to the settlement of disputes through the courts also refer to specialized institutions such as the Consumer Dispute Settlement Board (BPSK).

Article 45 paragraph (1) affirmed, consumerism every aggrieved can sue businesses through the institution in charge of settling disputes between consumers and businesses, or through the judiciary in the general court.

With a sound that article clearly provides opportunities for other institutions to be able to resolve disputes between consumers / customers and banks prior to the trial stage. So our customers as consumers feel protecting their rights through the institute. In Indonesia, the institution that is often used to protect consumers is the Consumer Dispute Settlement Board or often called BPSK.

Meanwhile, according to Article 47 of BFL asserted through lane consumer dispute resolution outside the court. Article 47 BFL asserts, consumer dispute resolution outside the court held to reach an agreement on the form and amount of compensation and / or on certain actions to guarantee it will not happen again or not repeated losses suffered by consumers.

From the foregoing article is clear lawmakers want the protection of consumers of all acts that can result in losses and could harm consumers. On the other hand a real step, from Bank Indonesia as the Central Bank in Indonesia in protecting consumers in the form of effective monitoring is a preventive measure to contain or at least reduce cases / disputes customer losses because the bank acts against the law.

The move was realized by issuing a regulation to protect consumers, among others;

- a. Bank Indonesia Regulation Number 7/7 / PBI / 2005 on Settlement of Customer Complaints and
- b. Bank Indonesia Regulation No. 8/5 / PBI / 2006 dated January 30 on Banking Mediation.

Pursuant to Article 45 paragraph (1), Article 47 of BFL, settlement of consumer disputes out of court, can be reached in two ways:

1. Settlement of dispute claims for compensation immediately and
2. Settlement of claims for compensation through the BPSK.

There are three ways these consumer dispute resolution, first consumer dispute resolution through the courts, with claims for compensation immediately, and through BPSK.

Settlement of disputes by way of compensation immediately adhering to Law No. 30 of 1999 about Arbitration and Alternative Dispute Resolution in connection with the settlement of this dispute, the way that must be taken in the form of consultation, negotiation, mediation, conciliation and expert evaluation. According to Article 19 Paragraph (1) of Law Number 30 of 1999 on Arbitration and Alternative Dispute Resolution will be no compensation in addition to the filed prior to trial. Thus for the consumer credit card holders who feel aggrieved party issuing bank must first ask for compensation to the court.

#### **Conclusion**

1. The forms of misuse of credit cards that can be occurred such as credit card theft, credit card fraud, use of credit cards that have expired, recording transactions repeated by the merchant, an error in the delivery of credit cards, and exposure of information and data -data secret credit card. Besides the form of credit card abuse is also done by the intermediary in the form of manual forms of crime, doubling the transaction slip, the billing of the transactions carried out by credit card holders.
2. The credit card holders already receive legal protection as appropriate in accordance with Article 2 of Law No. 8 of 1999 which regulates the principles of consumer protection and in Article 4 also gives protection to the consumer by ensuring comfort, safety and consumer safety in the use of goods and / or services that they purchase. In addition, Article 18 of Law No. 8 of 1999 set a ban on the inclusion of standard clauses by businesses that could harm

- consumers, especially for credit card abuse of credit card holders can sue businesses based on Article 26 of Law No. 8 of 1999 in order to guarantee and / or guarantee the agreed / agreed. The government also increased the legal protection of credit card holders through Bank Indonesia Regulation No14 / 2 / PBI / 2012, and further stipulated in Bank Indonesia Circular Letter No.14 / 20 / DPNP / 2012 regarding changes to activities means of payment by credit card
3. Settlement of consumer disputes with the credit card holders issuing bank can be done in three ways completion, first consumer dispute resolution through the courts, second, through claims for compensation immediately, and thirdly, through the Consumer Dispute Settlement Board referred to in Article 45 paragraph (1) of Law No. 8 of 1999 on Consumer Protection. Of some dispute resolution outside the court Article 52 of BFL is set on Duties and Powers BPSK mentioned three kinds of means of dispute resolution are mediation, arbitration and conciliation.

### Suggestions

1. To minimize the occurrence of crime or misuse of credit cards that can cause financial losses for credit card holders should be given heavy penalties for perpetrators of credit card abuse. Bank Indonesia as the central bank must increase its role as a supervisory agency banking products, especially credit card
2. In improving the legal protection of the customer / consumer credit card holder should be the government issued a special law governing the legal protection of credit card holders so that legal protection against credit card holders can be realized to the fullest.
3. in the context of consumer dispute resolution with the credit card issuing bank, although it has been regulated in Law No. 8 of 1999 should be procedures for settling disputes between the credit card holder with business / credit card issuer more simplified.

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