

# Legal Protection for Customers Opening Off-Office Accounts at Bank Muamalat

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**Abstract** Banking service users are now provided with various kinds of convenience. Because the services provided by banks certainly play an important role in attracting customer interest. The convenience provided by the bank certainly has an impact, both positive and negative, for customers. This research aims to determine and analyse the responsibilities of banks and to determine the legal protection for customers in offsite account opening transactions as well as the legal efforts that customers can take. This research uses normative legal research methodology. The research results show that the bank is fully responsible for errors resulting in customer losses. The legal remedy that can be taken is to submit a written complaint to the bank. Banks should pay more attention to security, comfort and guaranteed legal protection for their customers, especially in terms of banking transactions outside the office. The research results show that the bank is fully responsible for errors resulting in customer losses. The legal remedy that can be taken is to submit a written complaint to the bank. Banks should pay more attention to security, comfort and guaranteed legal protection for their customers, especially in terms of banking transactions outside the office.

**Keywords:** Legal Protection, Account Opening, Outside Office, Customers, Transactions

## 1. Introduction

In the provisions of Article 1 paragraph (2) of Law Number 10 of 1998 concerning Amendments to Law Number 7 of 1992 concerning Banking, it is stated that "Banks are business entities that collect funds from the public in the form of savings and distribute them to the public in the form of credit and other forms to improve the standard of living of many people." According to banking law, a bank is an institution whose function is to collect and distribute funds to the public.

Currently, the banking aspect in Indonesia is experiencing very encouraging developments. Not only banks with conventional logos, but now many banks with sharia logos have also been established with various service facilities on offer. And interestingly, now the sharia label is not only in the banking world, but has spread to various aspects, for example cooperatives, insurance, hotels, etc. With the birth of sharia financial institutions, Indonesia is targeted to become the center of sharia economics and finance in the world. [1]

In accordance with Law no. 21 of 2008 concerning Sharia Banking, a Sharia Bank is a bank that carries out business activities based on sharia principles, or Islamic legal principles regulated in the fatwa of the Indonesian Ulema Council such as the principles of justice, benefit, universalism and does not contain gharar, maysir, usury, unjust and other objects. haram. Apart from that, the Sharia Banking Law also mandates sharia banks to carry out social functions by carrying out functions such as Baitul Mal Institutions, namely receiving funds originating from zakat, infaq, alms, grants, or other social funds and distributing them to waqf managers (nazhir) according to their wishes. giver of waqf (wakif).

Talking about sharia banking, I am interested in the first sharia bank in Indonesia, namely Bank Muamalat Indonesia. Bank Muamalat Indonesia is the first commercial bank in Indonesia to apply Islamic sharia principles in carrying out its operations. The funding product uses the principle of deposit and profit sharing. Meanwhile, investment of funds uses the principles of buying and selling, profit sharing and rental. [2]

Bank Muamalat as a banking institution has various kinds of service products offered both in terms of collecting public funds (savings) and distributing funds to the community (financing) in carrying out its business activities. "In the field of savings services, many products are offered, such as current accounts, time deposits, term savings, investment savings and so on. The function of banks in Law no. 10 of 1998 concerning Amendments to Law no. 7 of 1992 concerning Banking, Article 1 number 2 is a financial intermediary, namely an institution or business entity that has the function of collecting and channeling public funds as well as providing other services that are commonly carried out by banks in payment traffic.

The progress of the banking system is very dependent on customers who will deposit their funds in the bank and who borrow funds from the bank, because customers are one of the important factors in the banking business. Efforts to get these customers require trust that the bank can account for in its customers and of course provide various kinds of convenience in banking transactions. To attract customer interest, Bank Muamalat will definitely continue to strive to provide convenience with various facilities in providing banking services. The simplest service is the convenience for customers to make transactions instantly without having to go to the bank. As with opening an account, Bank Muamalat applies an offsite account opening system.

The convenience provided by Bank Muamalat certainly has an impact, both positive and negative, for customers. The positive impact is that it provides convenience and smooth operations for banks and facilitates transactions for customers in terms of time and place efficiency. Meanwhile, the negative impact is that it creates opportunities for crime in banking services, such as misuse of customer data by irresponsible parties so that the confidentiality of customer data is not guaranteed, lack of detailed information regarding customer data resulting in input errors in the banking system and can result in financial losses if protection is weak. the law regarding this offsite account opening transaction.

There are many banking cases that have harmed customers. Regarding customer problems or complaints, sometimes banks often do not respond quickly if there are problems or system problems that can harm consumers. Customer complaints are actually a form of manifestation of protecting the rights that customers have, namely the right to be heard. This right is regulated in Article 4 letter d of Law 8 of 1999 concerning Consumer Protection (UU PK). Meanwhile, in the financial services sector, there is Article 32 of the Financial Services Authority Regulation

Number 1/POJK.07/2013 concerning Consumer Protection in the Financial Services Sector (POJK PK) which regulates that business actors in the financial services sector are required to have and carry out services and resolve customer complaints. Apart from these provisions, There is also Law Number 21 of 2011 concerning the Financial Services Authority. In accordance with the provisions in Law no. 8 of 1999 concerning Consumer Protection, customers have the right to receive compensation for their lost funds. Based on the description above, the interesting problems to be raised are:

1. What is the legal protection for customers when opening an offsite account at Bank Muamalat?
2. What legal remedies can customers take for losses experienced when opening an offsite account?

## **2 Method**

The legal research method used is the normative legal research method. This is an activity that will examine internal aspects (to resolve existing problems) of positive law.[3]As well as a legal research methodology that bases its analysis on applicable laws and regulations that are relevant to the legal issues that are the focus of the research. [3]

The data sources used are secondary data sources obtained from library materials which include:[4]

- 1) Primary legal material: namely Law no. 10 of 1998 concerning Banking, Law no. 8 of 1998 concerning Consumer Protection, Law No. 21 of 2008 concerning Sharia Banking, Bank Indonesia Regulation Number 7/6/PBI/2005 concerning Transparency of Bank Product Information and Use of Customer Personal Data, and Financial Services Authority Regulation (POJK) Number 6 /POJK.07/2022 concerning Consumer and Public Protection in the Financial Services Sector.
- 2) Secondary legal materials: namely materials that provide explanations of primary legal materials and their implementation (scientific articles, books related to the problem being studied, journals, scientific papers and theses)
- 3) Tertiary legal materials: namely legal materials that provide instructions and explanations for primary legal materials and secondary legal materials, such as language dictionaries and legal dictionaries.

Because it uses secondary data sources, the data collection technique will be carried out by systematically collecting, reviewing and processing library materials and related documents. Data that has been collected, studied, selected, then analyzed using qualitative methods by interpreting the data based on legal theories, statutory regulations and legal understanding.

## **3 Result and Discussion**

### **3.1. Legal Protection for Customers in Offsite Account Opening Transactions**

In the legal system in Indonesia, there are 2 types of protection for customers who save funds, namely as follows:[5]

Implicit deposit protection, namely protection resulting from effective bank supervision and guidance, which can prevent bank bankruptcy. This protection can be obtained through:

- Legislation in the banking sector, namely the rules or rules that regulate banking.
- Protection resulting from effective supervision and guidance, carried out by Bank Indonesia, supervising bank performance in protecting customers who save funds and providing guidance to those who are unhealthy.
- Efforts to maintain the continuity of the bank's business as an institution in particular and protect the banking system in general,
- Maintaining the bank's health level, namely by coaching carried out by Bank Indonesia.
- Carrying out business in accordance with the prudential principle, the provisions of Article 2 of Law Number 10 of 1998 determine that Indonesian Banking carries out its business on the basis of Economic Democracy by using the prudential principle. From this provision, it shows that the principle of prudence is one of the most important principles that must be applied or implemented by banks in carrying out their business activities.
- Methods of providing credit that do not harm the bank and the interests of customers, and
- Providing risk information to bank customers.

Explicit deposit protection, namely protection through the establishment of an institution that guarantees public savings, so that if a bank fails, this institution will replace public funds deposited with the failed bank. This protection is obtained through the establishment of institutions that guarantee public savings, as regulated in Presidential Decree of the Republic of Indonesia Number. 26 of 1998 concerning Guarantees for Commercial Bank Liabilities. 3 Law Number 10 of 1998 concerning Banking mandates the establishment of a Deposit Guarantee Institution (LPS) as the implementer of guarantees for public funds. On September 22 2004, the President of the Republic of Indonesia ratified Law of the Republic of Indonesia Number 24 concerning the Deposit Insurance Corporation. Based on this Law, The above protection system also applies to sharia bank customers, especially Bank Muamalat customers. As is known, the sharia principles that form the basis of Bank Muamalat are not only an ideological basis, but also an operational basis. In this regard, Bank Muamalat in carrying out its activities is not only its business activities or products that must comply with sharia principles but also includes the legal relationships created and the legal consequences that arise. This includes opening an account outside the office.

There are several legal protections related to opening an offsite account which are regulated in legislation, including the following:

(a) Law Number 8 of 1999 concerning Consumer Protection

It is very clear that the Consumer Protection Law is an effort made to protect consumers while at the same time placing consumers on an equal footing with business actors. Article 4 and Article 5 regulate the Rights and Obligations of consumers, then Article 6 and Article 7 regulate

the Rights and Obligations of business actors. Business actors, in this case Bank Muamalat, if they violate the provisions of the Consumer Protection Law, can be subject to administrative and criminal sanctions. This is stated in articles 60 and 61 of Law Number 8 of 1999 concerning Consumer Protection.

### **3.2. Legal Protection in the Aspect of Compliance with Sharia Principles (Law No. 21 of 2008 concerning Sharia Banking)**

Law No. 21 of 2008 concerning Sharia Banking islex specialist, because it specifically regulates sharia banking. Even though Law 21/2008 does not mention customers as consumers, banks and affiliated parties are obliged to keep confidential information regarding saving customers and their savings as well as investor customers and their investments.[6] Then Article 66 paragraph (2) of Law 21/2008, states: Members of the directors and employees of Sharia Banks or Conventional Commercial Banks that have UUS who intentionally misuse customer funds, Sharia Banks or UUS shall be punished with imprisonment for a minimum of 2 years and a maximum of 8 years and a fine of at least IDR 2 billion and a maximum of IDR 4 billion. So from the explanation above, customer protection in sharia banking includes:[6]

1. Keeping customer funds safe means that the distribution and development of customer funds must be carried out with utmost care (prudent). Apart from that, it is not vulnerable to theft in real terms.
2. Guarantee the security and confidentiality of customer data, including the confidentiality of the amount of funds deposited. So, customers are safe from offers they don't want, and avoid being targeted by crime.
3. Obtain an explanation regarding the possibility of potential risks arising in connection with customer transactions carried out.
4. Get the opportunity to voluntarily surrender collateral or be able to authorize the execution of collateral in the event of default.
5. Guarantee of customer funds by the Deposit Insurance Corporation in accordance with applicable laws and regulations.
6. Utilize sharia banking product services, while still complying with sharia principles.

Thus, sharia bank customers are consumers of banking institutions that carry out their business activities based on sharia principles, namely the principles of Islamic law in banking activities based on fatwas issued by authorized institutions, and obtain consumer protection based on Law 21/2008 and other related regulations.

### **3.3 Bank Indonesia Regulation Number 7/6/PBI/2005 concerning Transparency of Bank Product Information and Use of Customer Personal Data**

In article 2 of Bank Indonesia Regulation Number 7/6/PBI/2005 concerning Transparency of Bank Product Information and Use of Customer Personal Data, Banks are required to implement

information transparency regarding Bank Products and the use of Customer Personal Data. In implementing information transparency regarding Bank Products and the use of Customer Personal Data, Banks are required to establish policies and have written procedures which include:

- 1) Transparency of information regarding Bank Products
- 2) Transparency in the use of Customer Personal Data. The policies and procedures referred to must be implemented in all Bank Offices.

This provision stipulates that banks are obliged to implement transparency of information about bank products and the use of customers' personal data. In this provision, banks are required to always provide sufficient information to customers and prospective customers regarding products issued by the bank and products issued by other financial institutions that are marketed through the bank. Transparency of product information in the case of opening a bank account must convey detailed and detailed account product information, such as: product benefits, product features, limits and fees charged related to the product. Especially in the process of opening an account outside the office, this is very important. Because the reality in the field is that there is often a lack of detailed information that customers receive when they open at their home or at their place of work. So, the bank often receives complaints about this incident. In fact, this could be a serious concern for banks, because banks that violate the provisions of Bank Indonesia Regulation Number 7/6/PBI/2005 concerning Transparency of Bank Product Information and Use of Customer Personal Data will be subject to administrative sanctions. Apart from applying to commercial banks.

### **3.4 Financial Services Authority Regulation (POJK) Number 6/POJK.07/2022 concerning Consumer and Public Protection in the Financial Services Sector.**

1. Substance improvements to strengthen consumer and public protection included in POJK Number 6/POJK.07/2022 include:[7]
2. A regulatory approach to the product and/or service life cycle that increasingly optimizes efforts to protect consumers and the public from product and/or service design to handling and resolving disputes;
3. Strengthening the principles of consumer and public protection includes, among other things, requiring PUJK to carry out "adequate education" so as to increase the ability of consumers and the public in choosing products and services in the financial services sector;
4. Strengthening the application of the principles of openness and transparency of information through regulating the forms, procedures and exceptions for submitting product and service information summaries;
5. Strengthening support for consumers and/or people with disabilities and the elderly, as well as increasing protection of consumer data and information;
6. The obligation to provide sufficient time for consumers to understand the agreement before signing or a cooling off period after signing an agreement for products and services that have a long term and/or complex nature;
7. Obligation to record if product and/or service offers are made via private communication via voice and/or video;
8. Affirmation of OJK's authority in carrying out consumer protection, including monitoring market conduct as a form of implementation of articles 28 to 30 of the OJK Law;

9. Obligation to establish consumer and community protection units or functions;
10. The obligation to submit self-assessment reports by PUJK to OJK regarding compliance with consumer protection provisions.
11. Based on the description of the forms of legal protection above, this provides legal protection for customers who make transactions using bank services. Not only transactions carried out in bank offices, or transactions via E-banking, but also transactions carried out by customers outside the office through bank officers.

### **3.5 Legal Remedies that Customers Can Take for Losses Experienced in Opening an Offsite Account**

According to Hadjon, legal protection for the people includes two things, namely:

- a. Preventive Legal Protection, namely a form of legal protection where the people are given the opportunity to submit objections or opinions before a government decision takes a definitive form. In preventive legal protection for customers, the government issued Law Number 10 of 1998 concerning Banking. Then Law Number 8 of 1999 concerning Consumer Protection. Meanwhile, from the bank, when opening an account, customers will be explained about privacy matters for transaction security.
- b. Repressive Legal Protection, namely a form of legal protection which is more aimed at resolving disputes. In efforts to protect repressive law, there are various ways to implement it, there are at least three (3) ways, namely: Customer complaints in accordance with Financial Services Authority Regulation Number 18/ POJK.07/2018 concerning Consumer Complaint Services in the Financial Services Sector, Financial Services Authority.

The Financial Services Authority requires Financial Services Business Actors to resolve complaints received from customers as consumers of financial services. The scope of complaint services consists of receiving complaints, handling complaints and resolving complaints.

Procedures for Managing Customer Complaints at Bank Muamalat:

1. Visit the branch/sub-branch office directly.
2. Via Telephone to branch/sub-branch offices.
3. Via Telephone to salammuamalat.
4. Via whatsapp greetingsmuamalat.

The process for receiving Customer Complaints is as follows:

- Customers make complaints in several ways, including:
  1. Visit the branch/sub-branch office;
  2. By telephone to the branch/sub-branch office;
  3. Via telephone or whatsapp greetings.
- Customer Service (CS) / Bank staff provide explanations to customers and/or their representatives regarding short complaint service procedures, time periods for resolving complaints via telephone, short message services (SMS), letters, electronic mail (email), and/or electronic media officially managed by Bank Muamalat.
  - a. Customers who make complaints by visiting the branch/sub-branch office are required to fill out and sign a customer complaint form.

- b. CS/bank staff carry out verification to ensure the correctness of the information that the person making the complaint is a customer from Bank Muamalat or their representative with proof of power of attorney.
- c. Bank CS/staff are required to provide confirmation of receipt of complaints to customers in the form of a complaint registration number and date of receipt of the complaint.
- d. Bank CS/Staff who receive written customer complaints are required to provide proof of receipt of the signed complaint to the customer and/or customer representative who submitted the complaint directly during the complaint submission process at the office.
- e. Customers are required to fulfill the required documents/evidence. Documents that must be completed include: 1) Full name of the customer and/or their representative; 2) Address according to the identity document of the Consumer and/or consumer representative and other residential addresses (if any); 3) Telephone number of the customer and/or their representative who can be contacted. 4) Special power of attorney; 5) Type and date of financial transaction; and 6) The problem being complained about.
- f. Bank CS/Staff are required to review the completeness of documents regarding written customer complaints. g. Bank CS/Staff may refuse to handle customer complaints if: 1) The customer and/or their representative do not complete the required documents; 2) The previous complaint has been resolved by the Company in accordance with POJK provisions; 3) The complaint is not related to material, reasonable and direct losses and/or potential losses as stated in the financing agreement. 4) The complaint is not related to the financing agreement in question. 5) The problem has been or is being resolved through the courts.

### **3.5.1. Resolution of Customer Complaints Disputes**

If the company's complaint resolution is not well received by the customer and there is the potential for it to become a dispute, the customer can choose to resolve it by:

1. Settlement through Alternative Dispute Resolution Institutions, arbitration or mediation.
2. File a civil lawsuit in court.

2) Settlement through the Alternative Institution for Indonesian Banking Dispute Resolution (LAPSPI). In its existence, the Alternative Institution for Indonesian Banking Dispute Resolution (LAPSPI) provides services in the form of: Mediation

- a) Mediation is a way of resolving disputes outside of court through a negotiation process to obtain a peace agreement with the assistance of a mediator.
- b) The settlement process is through mediation [8]
- c) The mediation process is carried out based on the Mediation Application submitted for registration by the applicant to LAPSPI. The Mediation Request file must be filled in regarding: 1) Full names and place of residence or domicile of the Parties 2) Type of case 3) Request to LAPSPI to hold Mediation 4) Case Resume 5) Photocopies of supporting documents or evidence
- d) Resumes are made by the parties to the dispute.



- e) Next, the management will send a notification letter regarding whether the application has received acceptance or rejection regarding the registration of the Mediation Application to the Parties within a maximum period of 10 (ten) days after receiving written confirmation from the Respondent.
- f) If the Mediation Request is rejected, a letter must be written containing the reasons for the rejection. Then the Parties can submit a request for mediation again after fulfilling the requirements as regulated in the mediation Regulations and Procedures.
- g) If the Mediation Request is accepted, the letter contains the appointment of the mediator, details of the costs to be incurred, and provides the name of the secretary appointed by LAPSPI to handle the case in question.
- h) Furthermore, LAPSPI will carry out a mediation process and a mediation negotiation process will take place which will last a maximum of 30 (thirty) days. During the mediation process, only the respondent, the applicant, a mediator and a secretary are present unless the parties wish to bring witnesses.
- i) After carrying out the mediation process to reach an agreement, the Parties, assisted by the Mediator, must express the agreement in a Peace Agreement signed by the Parties and the Mediator as witnesses

### **3.5.2 Adjudication**

Adjudication is a method of resolving disputes outside of arbitration and general court carried out by an adjudicator to produce a decision that can be accepted by the applicant so that with this acceptance the decision in question is binding on the parties.

The settlement process is through Adjudication[8]

- a) Adjudication is carried out based on an adjudication request by filling out an adjudication request letter. 1) Full name and place of residence or domicile of the Parties. 2) Case resume regarding dispute. 3) Fill in the demands and photocopy of the Adjudication Agreement. 4) Evidence deed. Photocopy/copies of evidence documents.
- b) Next, the management will provide confirmation of acceptance or rejection of the application for adjudication registration no later than 10 days. If the application for adjudication is rejected, the applicant can reapply by fulfilling the adjudication requirements. Meanwhile, if the adjudication request is accepted, the management will notify the appointed adjudicator, the name of the secretary and a copy of the adjudication request for the respondent.
- c) The party who agrees will then make an adjudication agreement which will be made within a maximum of 5 days. And carry out an adjudication examination within 60 days of being determined by the adjudicator. If there are problems with the adjudicator's examination, it will be extended for a maximum of 30 days.
- d) If during the examination the parties agree to seek peace. Then the parties will return to the adjudicator to report the results of the peace efforts
- e) If a settlement is successful, the agreement must contain a clause regarding the withdrawal of the Adjudication Request and state that the case has been resolved. Based on this, the Petitioner stated that he withdrew the Application for Adjudication before the Adjudicator and henceforth the Adjudication was declared complete.

- f) However, if there is no agreement during the adjudicator's examination process, then the parties will proceed to arbitration or court.

### **3.5.3 National Sharia Arbitration**

Arbitration is a method of resolving civil disputes in the banking and banking-related sectors outside the general court based on an arbitration agreement, which is made in writing by the parties to the dispute.

Arbitration Services in the Regulations and Procedures of this arbitration law are provided for financial loss disputes over IDR 500,000,000 (five hundred million rupiah). The process is as follows:

- a. The parties register an arbitration request which the role of the Indonesian Banking Dispute Resolution Alternative Institution (LAPSPI) contains 1) Full name and place of residence or domicile of the Parties. 2) A brief description of the dispute. 3) Fill in the demands clearly and attachments containing proof of payment, photocopy of the arbitration agreement, and other evidentiary documents.
- b. Next, the management will provide confirmation of acceptance or rejection of the application for arbitration registration no later than 10 days. If the arbitration request is rejected, the applicant can submit it again by fulfilling the requirements. Meanwhile, if the adjudication request is accepted, the respondent will be notified of the appointment of the arbitrator, the name of the secretary and a copy of the arbitrator's request.
- c. The Respondent must provide a response to the Petitioner, with a copy from the Management, no later than 10 (ten) days after receiving a copy of the application.
- d. After determining an arbitrator chosen by the parties, the document will then be examined by the arbitrator.
- e. The arbitration examination shall be carried out no later than 180 (one hundred and eighty) days from the date of appointment of the Arbitrator.
- f. After an examination is carried out by the arbitrator, the LAPSPI arbitration decision will be read out.
- g. Each party to the dispute can be represented by a legal representative with a special power of attorney.
- h. Next, a court summons will be issued to the respondent and applicant.
- i. If during the trial process a peace agreement is reached, then the Peace Agreement is stated in an Arbitration Decision which is final and binding.

### **3.5.5 Settlement through court**

Settlement of sharia economic disputes is the competence and authority of the Religious Courts which is based on Explanation point (1) of Article 49 of Law Number 3 of 2006 concerning Amendments to Law Number 7 of 1989 concerning Religious Courts, as well as reaffirmed in Article 55 paragraph (1) Law Number 21 of 2008 concerning Sharia Banking states that if a dispute occurs in the field of sharia banking, the dispute resolution is submitted to the Religious Court. In this case the religious court has the right and authority to accept, adjudicate and resolve matters. As is usual in handling every case, the judge is always required to first study the case carefully to find out its substance. In this regard, In examining sharia economic cases, especially sharia banking cases, there are things that must be paid attention to, namely: First, make sure

that the case is not an agreement case that contains an arbitration clause. Second, carefully study the agreement (contract) that underlies the cooperation between the parties.[9]

To support the Religious Courts in resolving sharia economic disputes, the Supreme Court as the institution that oversees the Religious Courts has issued at least several Supreme Court Regulations (Perma) related to resolving sharia economic disputes. Among these Perma are Perma related to sharia economic and financial material law (Perma Number 2 of 2008 concerning the Implementation of the Compilation of Sharia Economic Law), Perma related to the requirement for judges who handle sharia economics to have a sharia economic judge certificate (Perma Number 5 of 2016 concerning Judge Certification Sharia Economics), and Perma related to procedural law for resolving sharia economic disputes (Perma Number 14 of 2016 concerning Procedures for Settlement of Sharia Economic Disputes).[10]

#### **4 Conclusion**

Regulations regarding legal protection for customers opening accounts can be found in Law number 10 of 1998 concerning Banking, Law number 8 of 1999 concerning Consumer Protection, Legal Protection in the Aspect of Compliance with Sharia Principles (Law No. 21 of 2008 concerning Sharia Banking ), Bank Indonesia Regulation Number 7/6/PBI/2005 concerning Transparency of Bank Product Information and Use of Customer Personal Data, and Financial Services Authority Regulation (POJK) Number 6/POJK.07/2022 concerning Consumer and Public Protection in the Financial Services Sector. Meanwhile, customers who experience disputes or problems can take legal action through preventive and repressive legal protection. Preventive legal protection is carried out before problems occur, among others, regulated in Law number 10 of 1998 concerning Banking and Law number 8 of 1999 concerning Consumer Protection, Legal Protection in the Aspect of Compliance with Sharia Principles (Law No. 21 of 2008 concerning Sharia Banking), Bank Indonesia Regulation Number 7/6/PBI/2005 concerning Transparency of Bank Product Information and Use of Customer Personal Data, and Financial Services Authority Regulation (POJK) Number 6/POJK.07/2022 concerning Consumer and Public Protection in the Financial Services Sector. Repressive legal protection is carried out after a problem occurs, namely in 3 (three) ways, namely through customer complaints, resolution through the Indonesian Banking Dispute Resolution Alternative Institute (LAPSPI) of which there are 3 (three) ways, namely Mediation, Adjudication and National Sharia Arbitration. The government, in this case the Ministry of Finance, Bank Indonesia and the Financial Services Authority, should design or create special regulations regarding banking transactions carried out by bank officers outside the office. Because times are developing, regulations are needed that adapt to current developments, so that customer legal protection is more guaranteed. The bank is more active in providing education about this service to customers in order to minimize the occurrence of disputes or problems in these transactions.

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