



Protection of financial services sector consumers against the use of standard clauses in Indonesia banking agreements

Dian Fitriana^{1*}, Neni Sri Imaniyati², Yeti Sumiyati²

¹ Lecturer, Faculty of Law, Universitas Islam Bandung, Bandung, Indonesia, Universitas Pamulang, Tangerang Selatan, Indonesia

² Lecturer, Faculty of Law, Universitas Islam Bandung, Bandung, Indonesia

Abstract

The use of standardized clauses in banking agreements has become a major concern in the context of consumer protection in the financial services sector. Standard clauses often contain provisions that tend to benefit banks and can have a detrimental impact on consumers. This research aims to explore consumer protection in the financial services sector related to the use of standard clauses in banking agreements. In the context of business, especially in the financial services sector, standard clauses are a very important part. The purpose of this research is to reveal how the standard clause can affect consumer protection in banking transactions. This research uses a normative legal approach, which focuses on analyzing the application of principles and rules contained in positive law. In this context, normative legal research aims to explore and understand more deeply legal materials that contain norms relevant to this study. The results show that the development of the financial services sector, especially in the banking industry, shows that consumer protection is increasingly becoming a complex issue. One of the important points is the application of standardized clauses in banking agreements. These standardized clauses have a significant impact on consumer rights and obligations, especially in the context of credit agreements. Although juridical, the regulation related to standard clauses has been regulated in the consumer protection law, in reality, there are still credit agreements containing standard clauses that are contrary to the rights and obligations of customers as creditors.

Keywords: Credit agreement, standard clause

Introduction

As intermediaries in financial sector activities as well as financial services business actors (hereinafter referred to as PUJK), banks play an important role in state development. Banks are required to comply with applicable laws in the banking sector and other related sectors. As is known, the main objective of banks is to collect funds from the public in the form of savings and then return the money through credit or financing ^[1]. Law Number 8 of 1999 concerning Consumer Protection (hereinafter abbreviated as UUPK) has relevance to financial sector activities, especially if it is related to legal protection for bank customers as consumers, such as in the case of credit agreements or bank financing with conventional contracts.

The principle of freedom of contract, also known as *contractvrijheid* or *partijautonomie* in Dutch, is the basis for contract law ^[2]. This means that legal subjects have the right to make and sign contracts or agreements that are deemed appropriate to the substance and situation they desire, as long as the parties follow the existing restrictions. In order to provide legal protection and protect the interests of economic actors, the evolution of contract law has developed new types of agreements that are more effective, simple and practical, and can be completed without lengthy procedures, which is made possible by the existence of freedom of contract. In this context, the existence of standard agreements has actually emerged indirectly as a consequence of the application of this principle which is based on the principle of freedom of contract ^[3].

The principles of freedom of contract and consensually are the basis of agreements, which are also known as contracts. Subekti believes that in a situation where both parties have the same view and try to reach an agreement through

negotiation, the contract becomes invalid and not binding as if the principle of consensually is violated, as stated in the Civil Code articles 1320 and 1338 ^[4]. The concept of freedom of contract allows the parties to make or not make a contract, determine the content, implementation and terms of the contract and choose its form.

From the provisions above, it is clear that the parties must follow the principle of freedom of contract, which means they are free to determine the content, implementation and terms of the agreement. The principle of consensually also requires that the contents of the contract be discussed freely and independently by both parties. However, in a bank credit agreement, the consumer, in this case the debtor, must accept the contract given by one of the parties, namely the bank. The debtor only has the option to take it or leave it without having any power or negotiation regarding the contents of the contract. So the provisions of Article 1320 of the Civil Code are clearly violated by the standard clause if it contains things that are prohibited in the UUPK.

The use of standard clauses in banking agreements has become a major concern in the context of consumer protection in the financial services sector. Standard clauses often contain provisions that tend to benefit banks and can have a detrimental impact on consumers. This is due to the unequal bargaining position between banks which have greater legal and financial power and consumers who are generally in a weaker position.

Article 1 paragraph (10) of the Consumer Protection Law provides a definition of standard clauses as regulations or conditions that have been previously prepared and determined by business parties in documents or agreements that are binding and must be followed by consumers. Then Article 18 states that business actors are not permitted to use

standard clauses in any agreement offering goods or services that transfer responsibility from one of the parties. Forms containing standard clauses must be written clearly, unambiguously and easily understood by the party who owes them. In addition, the placement of standard clauses in the form must be expressed or written very clearly.

According to Mariam Darus Badarulzaman, standard clauses arise because the wishes of one party are included in the agreement either individually or in large numbers. This massive use refers to the initial preparation and copying in a form known as a standard agreement. Agreements that contain standard clauses actually benefit the parties involved in the transaction. In principle, this type of agreement is not prohibited, but if it is proven to be burdensome or detrimental to one of the parties, then this agreement is prohibited under the requirements of the Consumer Protection Law^[5].

An example of a standard clause sentence in a credit agreement is as follows:

"The Debtor authorizes the Bank to, according to the Bank's needs, especially if the Debtor is in default - which does not need to be proven other than non-compliance with one of the conditions in this agreement or in the event that the credit provided by the bank is deemed unenforceable, the debt acknowledgment deed must notarized and signed in the name of the debtor. The amount of the debtor's debt is stated with certainty in this deed, as stated in the debtor's loan account."

The contents of the credit agreement with the standard clauses above discuss changes in interest rates that can occur without the debtor's knowledge. Ideally, these changes must be agreed to by both parties when the agreement is signed and accepted by the bank and debtor.

The use of standard clauses in commercial activities is intended to shorten the time required for each buying and selling transaction. This is not efficient if every transaction between the seller and the buyer must discuss the details of the sales and purchase contract. Therefore, standard contracts contain clauses that are generally used in these contracts^[6]. However, the implementation of standard clauses is mostly detrimental to consumers as debtor customers.

In an economic and social context, legal protection must be regulated so that banks and debtors have a balanced position in order to achieve justice for all parties. An imbalance in bargaining power can result in the stronger party controlling the weaker party. If injustice and imbalance occur, then the goal of justice in law is not achieved, because justice is very important in a standard agreement, which is an agreement between two parties that determines their respective rights and obligations. Both parties have agreed to work together to achieve the same goals. Therefore, the Consumer Protection Law and its implementing regulations are expected to provide legal protection and safeguard the interests of all parties involved in the agreement, so that a balance is achieved between banks and debtors.

Based on this background explanation, the issue that needs to be discussed is how to implement consumer protection in the financial services sector regarding the use of standard clauses in banking agreements?

Research Method

The research used is normative legal research, which conducts research on the application of principles or rules in

positive law^[7]. Normative legal research focuses on studying legal materials that contain norms^[8]. These legal documents include primary legal sources such as legislation, jurisprudence and agreements made by the parties to a banking agreement; secondary legal sources which include primary legal sources; and secondary legal materials that support and clarify primary and secondary legal sources.

Johnny Ibrahim believes that empirical scientific research can support normative legal research^[9]. However, this is only an auxiliary science that does not change the nature of the normative science of law. Soerjono Soekanto stated that empirical-scientific research is very important in normative legal research because it can provide a clear picture and deeper understanding of the research subject based on existing knowledge^[10].

This research adopts an analytical approach and a statutory regulatory approach. The analytical approach involves analysis of legal concepts, legal principles, legal rules, legal structures, and various juridical concepts. The regulatory approach involves a thorough study of all laws and regulations related to the legal problem or issue being discussed^[11].

Result and Discussion

In principle, the relationship between consumers and producers is a long-term and stable relationship. Both have important desires and dependencies that create this relationship^[12]. The relationship between banks and customers can be identified as a creditor-debtor relationship, a fiduciary or trust relationship, and a confidentiality relationship. The precautionary principle must be an integral part of this relationship. These four types of relationships are the basis of interactions between banks and their customers^[13].

Abdul Kadir Muhammad stated that an agreement is an agreement in which one or more individuals promise to carry out certain actions in the field of wealth. Contract law gives freedom to the parties to design and determine the contents of the agreement they want to implement^[14]. However, various problems often arise in implementing these agreements.

Agreements that bind business actors and their consumers often take the form of standard agreements. Standard agreements have been widely accepted in society and play an important role in the business world. Such agreements are in nature where one party sets certain terms, which are also known as adhesion agreements or standard agreements^[15].

A standard agreement is a component of a standard contract that covers assignments from creditors or business actors that are not permitted by law, such as unexpected increases in interest rates. Although the main premise underlying this provision is freedom of contract, it requires government supervision through laws and judicial institutions to avoid various interpretations for several parties, because an agreement must benefit all parties involved.

In the current era of globalization, the preparation of standard conditions and general provisions is a very necessary model. This clause is used by companies to achieve economic targets quickly, efficiently and practically. However, because consumers only accept standard agreements that are less profitable, it often does not provide benefits for consumers^[16]. This condition represents the inequality of status between business actors

and consumers in terms of education, economic conditions and bargaining power^[17]. The development of freedom of contract can lead to injustice, because justice can only be achieved when all parties are equal in receiving their portion.

Consumers who have been harmed need protection of their rights, including in the financial services sector. The dynamic relationship between business actors and consumers requires regulations that clearly and precisely regulate the rights, obligations and responsibilities of the parties^[18]. The global movement to protect consumer rights has been around for a long time. UN Resolution Number 39 of 1985 concerning Guidelines for Consumer Protection (Guidelines of Consumer Protection) is an example, then the United States, England, the Netherlands, Australia and Belgium founded the International Organization of Consumer Unions in 1960^[19]. In 1993, this organization changed its name to Consumers International, as well as Japan's Basic Law on Consumer Policy (shohisha-kihonhou) also define consumer protection^[20].

In Indonesia, in order to protect consumers, legal regulations have established regulations regarding standard clauses. In Article 18 UUPK it is clearly stated that in the context of making an agreement between consumers and producers, the contents of a binding agreement are prohibited from containing matters that result in value losses for consumers. From the transfer of responsibility to the rights of business actors to refuse to return goods or money, granting consumer powers to business actors regarding installment payments, procedures for proving losses or inability to use goods or services, the rights of business actors to reduce consumers' benefits or assets, the consumer's obligation to comply regulations set by business actors, and permits given by consumers to business actors regarding the imposition of mortgage rights, liens or guarantees on goods purchased in installments, all reflect the dynamics and balance of rights and obligations between consumers and business actors in buying and selling transactions.

Apart from that, Article 18 paragraph (2) of Law no. 8 of 1999 stipulates that business actors are not permitted to include standard clauses whose position is hidden or difficult to read, or which are difficult to understand when expressed. Paragraph (3) further states that all standard clauses agreed to by business actors in documents or agreements that do not comply with the provisions stated in paragraphs (1) and (2) are considered legally invalid.

The application of the requirements in paragraph (3) shows that the use of standard clauses in accordance with paragraphs (1) and (2) is still common. Apart from that, paragraph (3) regulates that business actors are obliged to change standard clauses that conflict with the provisions regulated in law (UUPK).

In contract law in Indonesia, the position of standard clauses can be analyzed by referring to the legal basis that regulates them, as well as their application in civil law relations between the parties involved. The regulations governing standard clauses provide information regarding the position of standard clauses, as well as several examples of agreements that use standard clauses.

As an integral part of banking agreements and other financial products, standard clauses regulate various important aspects relating to the rights and obligations between the bank and the customer. Although standard

clauses are often considered to be provisions set unilaterally by the bank, in practice, standard clauses are also the result of an ongoing negotiation process between the bank and the regulator to ensure protection and fairness for both parties. Standard clauses can cover various things, ranging from provisions regarding interest rates, additional costs, to dispute resolution mechanisms.

As regulated in Article 1320 paragraph 1 of the Civil Code regarding the validity period of an agreement, credit agreements are concluded based on an agreement between the parties involved. An agreement usually begins with one party making an offer, which is then followed by the other party accepting the offer. This process is called offering (*aanbod*) and receiving (*aanwarring*)^[21]. A credit agreement has two parties who have a will and can express it to fulfill the objectives of the agreement.

In banking practice, a standard or standard agreement is defined as a credit agreement between a bank and a debtor-consumer. The bank has previously prepared the terms of this agreement without involving the debtor. The clauses in the credit agreement aim to safeguard the creditor's interests against credit risk in the context of the creditor-debtor relationship. As a result, customers as potential debtors only have the option to accept or reject these clauses, without any room for negotiation.

Credit agreements are based on the principle of freedom of contract, which allows banks and debtor customers to choose whether to make an agreement or not, who the parties involved are, what the purpose of the agreement is, what is the object of the agreement, what the form of the agreement is, and whether will accept or reject alternative legal provisions.

Within the framework of freedom of contract, there is a tendency for one party to dominate the other (supremacy), resulting in the legal relationship being implemented tending to be similar to a contractual relationship to create competition. From several cases that the author found through several court decisions that have been finalized, it shows that the legal relationship between banks and debtors is largely never balanced. Banks or creditors can have different advantages based on their bargaining position. As a result, the stronger party has the power to determine whether a particular clause will be included in the agreement or not.

The characteristics of standard clauses include unilateral drafting of agreements by business actors, which results in consumers having a limited role in determining what the contents of the agreement are. Standard clauses are usually in written form and are general in nature, meaning the same for all consumers, consumers often feel forced to accept the contents of the agreement. due to urgent needs or limited alternatives, giving business actors a bargaining advantage in negotiations^[22].

The Financial Services Authority Regulation (POJK) is another piece of law that regulates how general agreements must be implemented. POJK is an implementing regulation of the Consumer Protection Law. The Financial Services Authority (hereinafter referred to as OJK) is a government agency in Indonesia which is responsible for supervising all activities in the financial services sector, including banking and non-bank financial institutions. OJK is an independent organization that is not influenced by other parties. Responsible for functions, duties and authorities related to regulation, control, investigations and investigations.

Several important things influence the development of OJK within the framework of the commercial evolution of the financial services sector. The first is business agglomeration, which connects various types of financial services such as banks, securities companies, insurance and finance. Second, banks are developing various kinds of financial service products, including banc assurance, unit link, and investment product offerings. Lastly, there are differences in the regulatory requirements set by Bank Indonesia and Bappepam-LK^[23].

Financial Services Authority OPK Regulation (POJK) Number 1/POJK.07/2013 has regulated consumer protection in the financial services sector since 2013. Article 21 POJK provides guidelines for drafting agreements that PUJK will offer to customers, where the contents of the agreement must maintain balance and fairness, and fairness.

Article 22 POJK Number 1/POJK.07/2013 provides guidance for PUJK in preparing standard agreements. The form of standard agreement offered to customers has also undergone adjustments to digital modernization, where PUJK can offer its standard agreement in the form of electronic media. Article 22 contains prohibitions on PUJK, including

- a. Transfer of PUJK responsibilities to customers;
- b. PUJK's right to refuse a refund of money paid by customers for certain products or services;
- c. PUJK has the right to take unilateral action against goods guaranteed by customers, except in accordance with applicable regulations;
- d. Establish requirements for customers to prove losses if PUJK claims not to be responsible for loss of product or service benefits;
- e. PUJK's right to reduce the benefits of products or services or consumer assets that are the object of the agreement;
- f. A statement that without the customer's consent, the customer must be subject to new, additional, continued or revised regulations from PUJK; And
- g. A statement that the customer authorizes the PUJK to enforce a pledge, pledge or security interest on goods or services purchased in installments.

To strengthen POJK regulation Number 1/POJK.07/2013 regarding the prohibition on the inclusion of standard clauses as written above, in 2014 OJK issued Financial Services Authority Circular Letter Number 13/SEOJK.07/2014 concerning Standard Agreements as the implementer of POJK Number 1/POJK. 07/2013, this circular letter as a whole contains rules in order to protect consumers from standard clauses which are considered to have no basis in fairness and balance in agreements with Financial Services Business Actors (PUJK), as well as trying to realize balance, fairness and fairness in relationship between PUJK and consumers.

SE OJK Number 13/SEOJK.07/2014 explains the difference between standard agreements and standard clauses. A standard agreement is a written agreement prepared by the PUJK itself which contains standard clauses regarding content, format and production methods. Usually used to provide products or services to a large number of customers. Meanwhile, standard clauses are clauses that have been prepared by PUJK or other institutions unilaterally and are intended to be included in standard agreements.

From the definition above, it can be concluded that the two are different instruments, a standard agreement is a document containing a series of clauses that have been prepared in advance by PUJK to be accepted or rejected in their entirety. On the other hand, standard clauses refer to certain parts of the agreement that include specific terms and conditions that cannot be changed. So the two differ in terms of scope and flexibility.

Apart from that, in 2022, OJK issued POJK number 6/POJK.07/2022, which was later changed to POJK number 22 of 2023 Consumer and Community Protection in the Financial Services Sector. These POJK issues discuss several issues that are in the main spotlight, namely the inclusion of provisions related to the prohibition on including exoneration clauses as well as PUJK transparency in terms of providing access to standard agreement contents and copying them to consumers (customers).

Based on the explanation regarding the regulations or juridical basis regarding standard agreements and standard clauses, starting from the Consumer Protection Law Number 8 of 1999, up to the 2013 OJK Regulations and the 2023 OJK Regulations, we can see that the government has actually provided an umbrella adequate laws or regulations regarding the implementation of standard agreements that contain standard clauses. However, it turns out that in practice in the field there are many violations in implementing these regulations. This is proven by the many cases in the form of court decisions regarding violations of standard clauses by PUJK against customers.

When there is a violation of the provisions as mentioned above, there is often an imbalance seen in the credit agreements signed in the banking sector, where there are standard contracts with unfair clauses which are used as credit agreements. This agreement is standard and unfair because it was made unilaterally, without the participation of the customer as debtor. All that is required is consumer compliance with the credit agreement that has been prepared previously. The bank (creditor) submits this credit agreement to the debtor (consumer) to be signed without providing an opportunity for negotiation regarding its contents. Consumers are not in a favorable bargaining position because the credit agreement already exists and is only made by one party, namely the bank^[24].

The following are several examples of disputes related to standard clauses and standard agreements made by PUJK:

Supreme Court Decision Number 1174 K/Pdt.Sus-BPSK/2018.

In this decision, the plaintiff as a customer sued the bank as a creditor regarding the credit agreement between the two of them. In the disputed credit agreement, the plaintiff assessed that the clauses contained in the agreement were detrimental to the debtor. These clauses include articles that limit the rights of customers as debtors and of course this is contrary to the provisions of Article 19 UUPK and there are articles that explicitly contain monopolistic practices, uniform standard clauses by banks can create monopolistic practices and cause unfair competition. and of course this is contrary to Article 28 UUPK. In this decision case, the Supreme Court decided that several standard clauses in the credit agreement were null and void because they violated the Consumer Protection Law.

Central Jakarta District Court Decision Number 796/Pdt.G/2022/PN Jkt.Pst.

In this decision, the customer (debtor) as the plaintiff filed a lawsuit against the bank as the creditor regarding the inclusion of a prohibited standard clause in the agreement that binds both of them. The standard clause is related to credit interest which is considered unreasonable and exceeds the limit determined by Bank Indonesia. Article 18 UUPK stipulates that consumers have the right to simple and accurate information about products and services. This standard clause is contrary to the provisions of the article. In this decision, the Central Jakarta District Court decided that several standard clauses in the credit agreement were null and void and the bank had to return the excess interest that the customer had paid.

Based on the two case examples above, it can be seen that there are still standard clauses that contain prohibited content. The inclusion of the standard prohibited clause certainly does not reflect the values of balance and justice. As stated by Neni Sri Imayanti in her research, justice has a central role in Islamic economics. The texts of the Qur'an or Sunnah are not the only sources of justice in the economic scope, but the principles of natural law also contribute to the emergence of justice. Nature is shaped by the principles of justice and balance. Justice in economics can be applied to prices, product quality, treatment of workers, and the impact of various economic policies ^[25].

Furthermore, based on data collected by Marwah in 2018, it is known that 4 out of 5 banks (BTN, BRI, Bank Mandiri and Bank Panin) in the research sample did not provide information regarding interest increases and the amount of KPR installments, before the fixed rate interest ended. Meanwhile, 1 bank, namely Bank Central Asia, has sent via SMS to debtor customers information regarding interest increases and the amount of mortgage installments before the fixed rate interest ends ^[26].

As regulations develop and legal awareness increases in the financial services sector, bank compliance with provisions prohibiting default clauses that harm consumers is becoming increasingly important. Even though efforts have been made to minimize the use of prohibited standard clauses, there are still several cases where this has led to disputes between banks as creditors and consumers as debtors. Therefore, banks need to continue to strengthen internal supervision and the agreement process with customers to ensure that the standard clauses used are in accordance with applicable legal provisions and do not harm customers. In this way, banks can minimize the risk of disputes and provide better protection for customers.

Conclusion

The evolution of the financial services sector, especially in the banking business, shows that the dynamics of consumer protection are becoming increasingly complex. One of the main focus areas is the use of default clauses in banking agreements. Consumer rights and obligations are greatly influenced by standard clauses, especially those in credit agreements. Standard clauses in banking agreements often harm customers as borrowers. Several regulations in Indonesia have been created to regulate matters relating to financial services, such as Consumer Protection Law Number 8 of 1999, POJK Number 1/POJK.07/2013 concerning Consumer Protection in the Financial Services Sector, Financial Services Authority Circular Letter Number

13/SEOJK.07/2014 concerning Standard Agreements, and POJK Number 22 of 2023 concerning Consumer Protection and Public Protection in the Financial Services Sector. Creditors and debtors continue to dispute the provisions stipulated in banking agreements. A number of cases show that banks, also known as creditors, regularly enforce standard clauses that violate the Consumer Protection Law (UUPK), which ultimately harms customers as creditors and puts them in an unfavorable situation.

References

1. Siamat Dahlan. *Management Bank Umum*, Intermedia, Jakarta, 1993.
2. Busro Achmad. *Hukum Perikatan Berdasar Buku III KUH Perdata*, Pohon Cahaya, Yogyakarta, 2011.
3. Pratama Andistya, Hapsari Dwi Ratna Indri. *Regulation of Standard Banking Credit Agreements by the Indonesian Financial Services Authority: A Consumer Protection*, KnE Social Sciences, Jakarta, 2022.
4. Subekti. *Pokok-Pokok Hukum Perdata*, PT Intermedia, Jakarta, 2003.
5. Badarulzaman Mariam Darus. *Asas Kebebasan Berkontrak Dalam Kaitannya Dengan Perjanjian Baku (Standard)*, Media Notariat, 2013:8:28-29.
6. Poernomo, Sri Lestari. *Consumer Protection and Legal Effort Related to the Exoneration Clause in Buy-Buying Transactions*, International Journal of Multicultural and Multireligious Understanding, 2022, 9(3).
7. Ibrahim Johnny. *Teori dan Metodologi Penelitian Hukum Normatif*, Bayumedia Publishing, Malang, 2012.
8. Nasution, Bahder Johan. *Metode Penelitian Ilmu Hukum*, Mandar Maju, Bandung, 2008.
9. Ibrahim Johnny. *Teori dan Metodologi Penelitian Hukum Normatif*, Bayumedia Publishing, Malang, 2012.
10. Soekanto Soerjono. *Pengantar Penelitian Hukum*, Rineka Cipta, Jakarta, 1983.
11. Marzuki Peter Mahmud. *Penelitian Hukum*, Kencana Prenada Media Group, Jakarta, 2008.
12. Kristiyanti, Celina Tri Siwi. *Hukum Perlindungan Konsumen*, Sinar Grafika, Jakarta, 2014.
13. Meher, Montayana. *Sirait, Ningrum Natasya. Standard contracts in bank credit agreements*, E3S Web of Conferences, 2018, 5(2).
14. Warmadewa, I Made Aditia, Udiana I Made. *Akibat Hukum Wanprestasi Dalam Perjanjian Baku*, Kertha Semaya: Journal Ilmu Hukum, 2017, 5(2).
15. Hutagalung, Krismat. Hasnati, Afrita Indra. *Perlindungan Hukum Konsumen Terhadap Perjanjian Baku Yang Merugikan Konsumen*, Mizan: Jurnal Ilmu Hukum, 2021, 10(2).
16. Kristiyanti Celina Tri Siwi. *Hukum Perlindungan Konsumen*, Sinar Grafika, Jakarta, 2014.
17. Redjeki Sri. *Aspek-Aspek Hukum Perlindungan Konsumen Pada Era Perdagangan Bebas*, Mandar Maju, Bandung, 2000.
18. Nasution Az. *Hukum Perlindungan Konsumen Suatu Pengantar*, Diadit Media, Jakarta, 2007.
19. Simanjuntak Marcel Eka Surya. *Perbandingan Perlindungan Hukum Konsumen Dan Penyelesaian Sengketa Cross Border E-Commerce Negara Indonesia*

- Dengan Jepang”, *Jurnal Ilmu Sosial dan Pendidikan (JISIP)*, 2023, 7(3).
20. Fatimah Ummul, Tinianus Enzus. Perlindungan Yang Diberikan oleh Consumers International terhadap Konsumen dalam Pelayanan Jasa Penerbangan (Studi Kasus Tentang Pengusiran Secara Paksa Yang Dilakukan oleh Maskapai United Airline Terhadap Dokter David Dao). *Jurnal Ilmiah Mahasiswa*, 2019, (3)2.
 21. Komalawati V. Peranan Informed Consent dalam Transaksi Teraupetik, Citra Aditya Bakti, Bandung, 1999.
 22. Handayani Fajar Nugroho, Harahap, Ahmad Raihan. *Hukum Perlindungan Konsumen*, Bintang Pustaka Madani, Yogyakarta, 2012.
 23. K Sri Wahyu Widodo. Peraturan Otoritas Jasa Keuangan Nomor 1 Tahun 2013 tentang Perlindungan Konsumen Jasa Keuangan. Implikasi Hukum Penerbitan Peraturan OJK Nomor 1 Tahun 2013 terhadap Penyelenggaraan Perlindungan Konsumen oleh Industri Jasa Keuangan di Indonesia, Materi Presentasi Seminar, Penegakan Hukum Perlindungan Konsumen Pasca Undang-Undang Otoritas Jasa Keuangan (OJK) dan Peraturan OJK Nomor 1 Tahun, 2013.
 24. Meher Montayana. Sirait, Ningrum Natasya.
 25. Imaniyati Neni Sri. Pengaruh Perbankan Syariah Terhadap Hukum Perbankan Nasional. *Syar Hukum*, 2011, 13(3).
 26. Marwah. The Protection of Debtor Rights on the Stage of Household Credit Agreement Implementation, Proceedings of the 1st International Conference on Science and Technology in Administration and Management Information, ICSTIAMI 2019.