
E-Wallet**(Study on Legal Protection for Fund Users, OVO, Link Aja)**

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ABSTRACT

Electronic wallets are still important to support activities in the economic sector, but not only do consumers feel the good impact, but there are also disadvantages for the consumers themselves. This research uses normative methods and collects data through library research and the results of this research inform readers about how to claim compensation caused by the application that is examined and the responsibility of the business actor in providing where and guarantees for consumers who use e-wallet application.

Keywords: consumer protection, compensation, business actors

INTRODUCTION

In today's modern era, there have been various enormous technological developments and Indonesia, one of the countries that has experienced its effects, must be brave and able to compete with other countries so that it can face various problems in the electronic age. For example, developments in the payment sector, where we have now started to ditch manual payments and switch to payments using mobile phone devices, which has now become a trend known as electronic wallets (e-wallets).

The presence of an electronic wallet or e-Wallet can be used to replace the presence of a physical wallet. An electronic wallet is an implementation that uses electronic devices such as cellphones and computers to carry out transactions. Electronic wallets are commonly used for online shopping¹. Several electronic wallet service providers in Indonesia, namely DANA, OVO, LINK AJA, are often used by the public to carry out various transactions, for example: electricity bills, internet bills, purchasing credit, paying BPJS, PDAM, paying transactions electronically, transferring balances between users, , and also transfers between banks.

The many electronic wallets (e-wallets) circulating in society such as DANA, OVO, LINK AJA make it easy for people to choose the e-wallet they like. However, the presence of various types of electronic money today does not make it a solution to solve the problem, however, also increases the criticism that comes from the public regarding its use. Digital wallet users must be protected so that funds do not spontaneously disappear as a result of the implementation's negligence. The form of legal protection efforts for digital wallet users carried out by Bank Indonesia began by arranging rules and regulations. The policy to protect customers or consumers is through making provisions for the administration of payment system services. This policy will also provide certainty in managing processing through a payment system via digital wallets which is regulated in Bank Indonesia regulation number 20/6/PBI/2018 concerning Electronic Money. In the PBI electronic money is regulated in the procedures for implementing electronic money in the licensing section so that implementation is recorded in the implementation of digital wallets.²

One of the problems that is often complained about is that e-wallets often ignore the rights that

¹ Abhay Upadhayaya, "Electronic Commerce and E-Wallet" I, no. March (2012): 37–41.

² Clevalda, D. K., & Kharisma, D. B. (2019). Perlindungan Hukum Terhadap Nasabah Dompot Digital Oleh Bank Indonesia. *Jurnal Privat Law*, 9(1), 1-9.

users should enjoy, in this case there is a delay in providing agreed compensation and consumers often do not receive any compensation and/or compensation. . In fact, based on the Consumer Rights Protection Law no. 8 of 1999 clearly states in Article 7 letter g, the obligations of business entities are regulated regarding the time for compensation and/or compensation for users.³

An example of a case often experienced by e-wallet users is the e-wallet user's balance being deducted (when carrying out a transaction it says "successful", but the specified service has not been received and the money on the user's e-wallet balance has been deducted), but the customer The service from the e-wallet application is very slow which makes consumers lose interest in using the application.⁴

Meanwhile, reviewing the importance of having laws that protect e-wallet users DANA, OVO, LINK AJA and the urgency of the accountability system for those who provide DANA, OVO, LINK AJA e-wallets, so that we are more interested in compiling a journal about "STUDY ON CONSUMER LEGAL PROTECTION FOR USERS OF DANA, OVO, LINK AJA"

Formulation Of The Problem

How is the legal protection for users of DANA, OVO, LINK AJA services reviewed from CONSUMER PROTECTION LAW

RESEARCH METHODS

This research uses normative legal research methods. Normative legal research is a research method used to research legal problems by approaching it from the perspective of the law (the statute approach) and also looking for sources of legal material in the literature.⁵ Normative legal research itself is included in quantitative descriptive. The data collection technique is literature which is carried out by searching for and studying data, namely collecting data which is carried out by reviewing data obtained from books, relevant references and also other written materials from the library, term and condition of each application that is examined and also the journal.

RESULTS AND DISCUSSION

Legal protection for users of DANA, OVO, LINK AJA services is reviewed from the Consumer Protection Law

Electronic wallets or e-wallets provide great convenience to the public regarding all kinds of payments which are an initial matter for every individual in society on an economic basis, with the presence of electronic wallets business owners are helped to be closer to consumers and likewise turned around too. Behind the ease of availability of e-wallets, users or consumers who use the e-wallet application still experience losses caused by errors in the e-wallet application, the most common of which is customer service that takes a long time in processing compensation claims. which makes consumers feel uncomfortable using the e-wallet application. Due to this chapter, the presence of the implementation of the Consumer Protection Law and the discussion at this time is very much needed by consumers, especially the three electronic wallets which are examined so that they can then guarantee

³ Naomi, F., & Priyanto, I. (2020). PERLINDUNGAN HUKUM PENGGUNA E-WALLET DANA DITINJAU DARI UNDANG-UNDANG PERLINDUNGAN KONSUMEN. *Kertha Semaya : Journal Ilmu Hukum*, 9(1), 24-33.
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⁴ Ibid., hal.26

⁵ Diantha, I. Made Pasek, and MS SH. Metodologi Penelitian Hukum Normatif Dalam Justifikasi Teori Hukum. (Jakarta, Prenada Media Grup, 2016), 12.

legal confidence for users whose rights are being challenged.⁶

Consumer legal protection is all businesses that guarantee the presence of legal certainty to provide protection for consumers. Consumers themselves are every person who uses goods or services provided by the business owner and is not for sale or purchase. So from the above understanding, there is a close connection between consumer legal protection and consumers themselves who often suffer losses from business actors, especially e-wallet business actors.

Therefore, the law has regulated it in the UUPK in consumer rights which are regulated in Article 4 of the UUPK which explains that consumer rights include;

CONSUMER RIGHTS	INFORMATION
The right to comfort, security and safety in consuming goods and/or services;	Consumers have the power to obtain security when using the products or services offered to them. These goods or services are not allowed to pose a threat to consumption so that consumers are not harmed physically and spiritually.
The right to obtain appropriate advocacy, protection and efforts to resolve consumer protection disputes;	Consumers have the right to obtain legal solutions. If they do not receive an appropriate response to their problem, consumers have the right to be given legal solutions, including advocacy.
The right to receive consumer guidance and education;	Consumers have the power to obtain knowledge, direction, skills and guidance in using products or services
The right to be treated or served correctly and honestly and not in a discriminatory manner;	The right to receive the same service as other consumers without any discrimination in treatment
The right to choose goods and/or services and obtain said goods and/or services, in accordance with the exchange rate and conditions and guarantees promised;	Consumers must receive the nominal value and quality of the product or service they consume commensurate with the nominal amount of money they pay in exchange for it.
The right to correct, clear and honest information regarding the condition and guarantee of goods and/or services;	Every item introduced to consumers must be accompanied by definite information. This information is also needed so that customers do not have a wrong impression of the products and services they use.

⁶ Rahmawati, Indah Dwi, I. Made Udiana, and I. Nyoman Mudana. "Perlindungan Hukum Konsumen Pengguna Kosmetik Tanpa Izin Edar Dalam Perspektif Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen." Kertha Semaya: Journal Ilmu Hukum 7, no. 5, (2019): 1-16.

The right to have opinions and complaints heard regarding the goods and/or services used;	Consumers have the right to express their complaints if the goods/services used do not satisfy consumers sufficiently
The right to receive compensation, compensation and/or replacement, if the goods and/or services received are not in accordance with the agreement or are not as they should be.	The customer has the right to receive compensation if the consumer feels that the quantity and quality of the goods or services do not correspond to the exchange value given to him, so he deserves to receive compensation for the loss. The type and also of compensation must be in accordance with legal regulations or respective agreements.

Therefore, how do consumer rights compare to the e-wallet applications that are being examined, namely DANA, OVO, LINK AJA, whether they are in accordance with those stated in UUPK Article 4 which will be shown in the following table:

CONSUMER RIGHTS	FUND	OVO	JUST LINK
The right to comfort, security and safety in consuming goods and/or services;	u	u	u
The right to obtain appropriate advocacy, protection and efforts to resolve consumer protection disputes;	u	u	u
The right to receive consumer guidance and education;	u	u	u
The right to be treated or served correctly and honestly and not in a discriminatory manner;	u	u	u
The right to choose goods and/or services and obtain said goods and/or services, in accordance with the exchange rate and conditions and guarantees promised;	u	u	u
The right to correct, clear and honest information regarding the condition and guarantee of goods and/or services;	u	u	u

The right to have opinions and complaints heard regarding the goods and/or services used;	x	x	x
The right to receive compensation, compensation and/or replacement, if the goods and/or services received are not in accordance with the agreement or are not as they should be.	u	u	u

According to the table above, the data can be obtained from each term and condition, all the applications examined have fulfilled all aspects of consumer protection as stated in Article 4 of UUPK, where consumers should have received maximum protection, but in reality there are still many consumers who Complaining about situations that are detrimental to them, for example, compensation claims that take a long time to process, e-wallet application complaint services that are not fast in processing complaints, which should be responded to quickly by each of the three e-wallet applications. As a result, what should be the right of consumers is not realized in accordance with Article 4 of the Consumer Protection Law, chapter on the right to compensation for losses to consumers.

Referring to the various criticisms that have arisen regarding the issue of electronic wallets (e-wallets), of the three applications examined, an analysis can be carried out by referring to article 2 of the Consumer Protection Law, namely regarding the principle of legal certainty, which is one of the principles of consumer protection. This principle also means that both parties, namely users and providers of e-wallet applications, simultaneously comply with valid rules or regulations and thus increase fairness in the implementation of consumer protection in Indonesia. Even in this case, e-wallet service providers have not been able to provide maximum security for their users who have tried to obtain compensation or dispensation by using the three applications that have been reviewed.⁷

Rights and Obligations of Business Actors

a. Rights of producers or business actors

In Law no. 8 of 1999 in article 6 states that the rights of business actors are:

1. The right to receive payment in accordance with the agreed conditions and exchange value for the goods or services being traded
2. The right to obtain legal protection from consumers who have bad intentions
3. The right to self-defense is included in consumer dispute resolution law
4. The right to receive rehabilitation if consumer losses are not caused by the goods or services being traded
5. Rights regulated by other laws

b. Obligations for business actors

1. Have good intentions in carrying out business activities.
2. Providing correct, clear and honest information regarding the condition and guarantee of goods and/or services as well as providing explanations of use, repair and maintenance.
3. Treating or serving consumers correctly and honestly and not discriminatory.

⁷ Naomi, F., & Priyanto, I. (2020). PERLINDUNGAN HUKUM PENGGUNA E-WALLET DANA DITINJAU DARI UNDANG-UNDANG PERLINDUNGAN KONSUMEN. *Kertha Semaya : Journal Ilmu Hukum*, 9(1), 24-33.
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4. Guarantee the quality of goods and/or services produced or traded based on the provisions of applicable quality standards for goods and/or services.
5. Providing opportunities for consumers to test and/or try certain goods and/or services as well as providing guarantees and/or warranties for goods made and/or traded.
6. Providing compensation, compensation and/or reimbursement for losses resulting from the use, use and utilization of traded goods and/or services.
7. Providing compensation, compensation and/or replacement if the goods and/or services received or utilized are not in accordance with the agreement.

If you look carefully, it is clear that these rights are a form of consumer rights on the other hand which are aimed at creating a culture of personal responsibility for business operators.⁸

Responsibilities of business actors

The responsibility of business actors in resolving cases between e-wallet business users and their consumers has been regulated in the terms and conditions of each e-wallet application that is examined, where in the terms and conditions the complaint process for the e-wallet application has been regulated. This is if we want to submit a loss claim and the e-wallet application also provides assistance services for the benefit of consumers if there is an error on the part of the e-wallet application so that they are more comfortable in using the application.

In article 19 of the consumer protection law, it is explained about the legal certainty of consumer-quality e-wallet users in making orderly rules regarding the determination of compensation for losses for misfortunes, for example non-compliance and damage to the services used by users. Therefore, e-wallet is responsible for its negligence. The need for careful principles in analyzing various cases of consumer rights crimes begins with considering which people are involved, what their responsibilities are to provide good effects for the parties and reduce the risk of other bad problems arising.

Therefore, in connection with the problem of non-compliance and/or damage to services, the theory of responsibility lies with the money application provider legally for problems that the user may not be aware of. Using e-wallet what is faced is Article 19 letter a chapter IV regarding responsibility business entities as follows: "Business entities are responsible for compensation for damages from damage, pollution or consumer losses obtained from consuming products or services that are processed or marketed."

CONCLUSION

The e-wallet applications examined have complied with the basic provisions of the Consumer Protection Law, especially in the consumer rights section which is the main subject of this journal's research, where all e-wallet regulations have been regulated in the terms and conditions of each application, which if there are complaints regarding If the application experiences an error on the part of the application, consumers can ask the application for responsibility.

Consumer rights fulfilled:

- a) The right to comfort, security and safety in consuming goods and/or services;
- b) The right to obtain appropriate advocacy, protection and efforts to resolve consumer protection disputes;
- c) The right to receive consumer guidance and education;
- d) The right to be treated or served correctly and honestly and not in a discriminatory manner;
- e) The right to choose goods and/or services and obtain said goods and/or services, in accordance with the exchange rate and conditions and guarantees promised;
- f) The right to correct, clear and honest information regarding the condition and guarantee of goods

⁸ Gunawan Widjaja & Ahmad Yani, 2000, Hukum Tentang Perlindungan Konsumen, PT Gramedia Pustaka Utama, Jakarta, hlm. 34.

and/or services;

- g) The right to receive compensation, compensation and/or replacement, if the goods and/or services received are not in accordance with the agreement or are not as they should be.

Inappropriate consumer rights:

- The right to have opinions and complaints heard regarding the goods and/or services used;
Because the application party is required to provide responsibility and compensation to consumers if they experience losses when using goods/services, which is in accordance with Article 19 letter a, Chapter IV regarding the responsibilities of business executors, namely, "Business actors are responsible for distributing compensation for damage, pollution, or consumer accidents from using the goods and services offered or sold."

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