

Standard Agreement at PT Finansia Multi Finanse (A Review of Law Number 8 Year 1999 concerning Consumer Protection)

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Abstract

Standard Agreement at PT Finansia Multi Finanse (A Review of Law Number 8 Year 1999 concerning Consumer Protection) This study aims first to determine the implementation of the Standard Agreement at PT Finansia Multi Finanse in Ternate City Second To find out the Standard Agreement Settlement in the event of default by parties Creditors

This type of research is empirical normative, because what is being studied is a problem regarding matters that are juridical and the existing facts regarding empirical normative research methods, because what is being studied is a problem regarding matters that are juridical and the existing facts regarding juridical review of the implementation of the agreement. standard at PT Finansia. And the Standard Agreement Settlement in the event of default by the debtor party in Ternate City, while normative determines what is allowed and what cannot be regulated in the Civil Code.

Based on the results of research and discussion, it can be concluded that First, the implementation of the Credit Agreement at PT Finansia Kota Ternate, from the last 5 months in 2020 there has been an increase, it can be seen that customers who make credit loans in the form of money or other electronic goods increase every month until the time This is because every customer who makes a credit loan at PT Finansia Kota Ternate is not convoluted so that from May to September 1743 customers made credit loans, or up to 98%. Second The legal consequence is that if there is default at PT Finansia Kota Ternate, the last 5 months in 2020 reached 10 customers or 0.5.5% of 1743 customers, the customer as a debtor has the authority to carry out and maintain the customer's credit loan items if PT Fainansia does default in accordance with the applicable law.

Keywords: Agreement, Standard, Credit, Customer, Protection

PRELIMINARY

Increasing national development which focuses on the economic sector which manages the strength of economic potential to become real economic strength by utilizing existing capital facilities as the main supporting means in such development requires a sufficiently large provision of funds. The role of the community in financing will be even greater, this is due to the funds needed for development originating from or collected from the community through banking, which are then channeled back to the community in the form of credit extension in order to be more productive. Financing and guaranteeing its distribution so that it becomes a real source of financing, the funds sourced from credit are an absolutely necessary means.

Lending can be provided by banking financial institutions and non-banking financial institutions including PT Finansia Multi Finanse, however, for banking institutions, the provision of credit is carried out based on quite difficult conditions. This is different from the loans provided by non-banking institutions, especially PT Finansia Multi Finanse, through credit procedures.

The provision of credit by PT Finansia Multi Finanse can ease the burden on the community, because the credit provided by PT Finansia Multi Finanse does not go through difficult procedures and does not require guarantees, especially material guarantees, which have been an obstacle for the economically weak. The role of field officers is very large in the distribution of credit without collateral and without a written agreement to the public, because they are the ones who make the conclusion and the decision that the debtor sicalon can be trusted to accept the credit offered,

Providing loans of money or in kind, PT Finansia Multi Finanse enters into agreements with borrowers of money or in kind (customers) and customers do not need to have collateral. Without carrying a collateral for someone, the customer will get loan money or items needed by the customer, the absence of any collateral that is a condition is a requirement for the customer when borrowing money or goods from PT Finansia Multi Finanse. The company PT Finansia Multi Finanse, is a financial institution whose main activity is to channel loans in the form of money or in kind, in order to help people with low incomes.¹ The government also intends to direct the role of PT Finansia Multi Finanse to a more productive goal, in accordance with the goals of the Ternate City government in carrying out development, namely improving the standard of human life and the development of Indonesian people entirely based on Pancasila.

With the establishment of PT Finansia Multi Finanse, the people of Ternate City, especially the small people, will not borrow money from them (the bank). Money needs for business capital will be provided by PT Finansia Multi Finanse with terms that are much easier and lighter. In accordance with the motto of PT Finansia Multi Finanse. The credit agreement with no collateral at PT Finansia Multi Finanse is a form of agreement based on pawning law, considering that because some of the debtors at PT Finansia Multi Finanse Ternate are people classified as

¹. Fareid Wijaya M dan Soetatwo Hadiwigeno, 1995, *Lembaga-Lembaga Keuangan dan Bank, Perkembangan, Teori dan Kebijakan Edisi 2*, BPFE, Yogyakarta, hal. 372.

weak economies, the amount of credit required is relatively small, if compared to credit in banks, both government banks and private banks. The loose, straightforward requirements in the field of credit at PT Finansia Multi Finance are provided in order to assist in supporting life and helping to equalize the social level.²

As already described, the contents of the standard agreement have been made by one party, as the other party cannot express their will freely. In short, there is no bargaining regarding the contents of the agreement as according to the principle of freedom of contract. Thus, in the standard agreement applies the adage, "take it or leave it contract". That means if you agree, please take it, and if you don't leave it, it means that the agreement was not done. Taking into account such circumstances, the many contents of the standard agreement are burdensome or detrimental to consumers.

In connection with the protection of consumers, the main thing that needs to be given attention in the standard agreement is the exoneration clause. Namely a clause that contains the release or limitation of liability on the part of the business actor, which is usually found in this type of agreement. That concept is no longer appropriate, because it is no longer in harmony with the ever-evolving breath of law. The UUPK explicitly and in detail regulates the rights and obligations of consumers, the rights and obligations of business actors, as well as things that are prohibited from being done by business actors. Specifically regarding this standard clause, the UUPK strictly prohibits the inclusion of a standard clause in every document and / or agreement which is intended to harm consumers (Article 18 UUPK). In simple terms, the standard clause contains the following characteristics:

1. A clause in an agreement made unilaterally by a business actor, whose position is relatively stronger than that of consumers;
2. Consumers are not at all involved in determining the contents of the clause;
3. Made in writing and in bulk; and
4. Consumers are forced to accept the contents of the agreement because they are driven by their needs.

Normatively, the inclusion of standard clauses can appear in the form of documents or agreements. The background of the existence of a standard agreement, among others, is the development of modern society and socio-economic conditions. The original purpose of establishing a standard agreement was for efficiency and practical reasons. For example, there can be found standard agreements such as in the agreement: bank credit, insurance agreement, safekeeping agreement, consumer agreement and PT. Telkom, consumer agreement and PDAM. Then the agreement between hotel owners and consumers, consumer agreements with chemical laundry companies, and so on.

Just an example in the world of aviation there are standard clauses, for example; "... the company has the right to postpone and / or reschedule flights on the same day without having to make any compensation whatsoever for losses incurred due to delays and / or rescheduling of a flight". Or "... the

². Rahmadi Usman, 2001, *Aspek-Aspek Hukum Perbankan Di Indonesia*, PT. Gramedia Pustaka Utama, Jakarta, hal.52.

company is not responsible for any losses arising from the cancellation of a flight”.

The contents of this agreement are classified as detrimental to consumers. Because there is a clause reducing or eliminating responsibility for legal consequences. Then the limitation or elimination of one's own obligations. Then the creation of obligations which are then passed on to consumers. In other words, all forms of potential loss that consumers may experience, even though it is the company's fault. Consumers seem to have no right to claim compensation. For example, about delays in departure or loss of valuables stored in the baggage. In this case, is there absolutely no legal obligation in terms of liability for the case to the consumer?

In connection with the protection of consumers, the main thing that needs to be given attention in the standard agreement is the exoneration clause. Namely a clause that contains the release or limitation of liability on the part of the business actor, which is usually found in this type of agreement. According to the law what is meant by the standard clause are; "Any rules or conditions and conditions that have been prepared and applied unilaterally by a business actor as outlined in a binding document and / or agreement and must be fulfilled by consumers".

In connection with the background of the problem that the author has raised above, the problems to be raised are how the Standard Agreement Implementation at PT Finansia Multi Finanse in Ternate City and how is the Standard Agreement Settlement in the event of default by PT Finansia Multi Finanse?

RESEARCH METHODS

The method that I use in this research, is a normative empirical research method, taking place at PT Finansia Multi Finanse Ternate. The author's consideration is that currently people are more inclined to borrow money or goods / objects compared to borrowing money at the bank because the younger people get money loans from PT Finansia Multi Finanse.

RESEARCH RESULTS AND DISCUSSION

A. Implementation of Standard Agreement at PT Finansia Multi Finanse in Ternate City

PT. Finansia Kota Ternate provides credit or loan services quickly to its customers by only submitting requirements as collateral / collateral for goods such as KTP, BPKB, and others to extend credit, PT. Finansia Kota Ternate classifies its customers by profession (type of work), namely farmers, fishermen, industry, trade, employees and others. Farmers, fishermen and industry are classified as productive credit, trade is classified as trade credit, employees and others (housewives and students) are classified as consumptive credit.

The implementation of the business activities of PT. Finansia Kota Ternate has a unique character and procedure, which is a business that is based on trust and carries a lot of risks. Therefore, management must be carried out in a professional manner and handled by managers who have special skills and abilities as well as a strict supervision system.

The form of the credit agreement by PT Finansia Kota Ternate with the Nasaba as attached to the Formolir is as follows:

- a. Required documents in the form of a copy of KTP / Identity, a copy of NPWP if the financing is above Rp. 50,000,000, the last copy of PBB / electricity bill for the last 3 months, proof of income, and / or other related supporting documents that are notified by the creditor to the debtor.
- b. It is prohibited to transfer / transfer / sell / pawn the object of financing / collateral to any party without or before paying off all obligations to the Creditor.
- c. If you want to make repayments before the end of the financing agreement period, you can contact our officers at the nearest Creditor branch office.
- d. In the event of an incident or incident on the object of financing / Collateral that can give rise to a claim or not, it is immediately reported to the Creditor within 3x24 hours of the incident or event.
- e. The debtor is required to insure the object of financing / collateral at the insurance company and insurance policy & related documents on the object of financing / collateral (including but not limited to the BPKB and invoices (if any) must be kept at the Creditor's office until all debts / liabilities are paid off based on the financing agreement .
- f. If the Debtor is negligent in fulfilling his obligations based on the financing agreement, the Debtor agrees to provide a financing object / Collateral that is guaranteed by fiduciary or with other Collateral agreements to the Creditor for sale to pay off all outstanding debts to the Creditor and costs associated with it are borne. by the Debtor completely.
- g. In the event that there are provisions in the financing agreement, the debtor is given 30 (thirty) days after the notification is given by the Creditor, to respond to the changes in writing. And if the period has passed, the Debtor is deemed to have agreed to the change.

Thus, this agreement is valid and binds PT Finansia Kota Ternate with the customer since this Letter of Credit (SBK) is signed by both parties in the column provided. Furthermore, the results of the interview with Mr. Arman Ode Bonda as the Operational Administration of PT Finansia that the implementation of the credit agreement starts after the requirements are met by the customer which includes:³

1. Photocopy of KTP or other identification cards (SIM, Passport);
2. Collateral (BPKB) that meets the requirements;
3. Power of attorney from the authorized owner of the goods;
4. Fill out the credit request form;
5. Signing a credit agreement (SBK).

The results of the interview with Mrs. Windi Kurniawati, Division (Funding) of PT Finansia's Customer Data Imputation, Ternate City. On September 5, 2020,

³. Hasil wawancara dengan bapak Arman Ode Bonda, 05 September 2020, Bagian Oprasional Administrasi PT Finansia Kota Ternate.

stated that the number of customers who made loans to PT Finansia from May-September 2020 were as follows:⁴

In accordance with the main function (PT Finansia) of Ternate City, which is to provide assistance in the form of loans / credits by PT Finansia as a means of providing assistance to low-income communities for further customer needs with fees or in the form of goods obtained from credit through PT Finansia.

Table. 4.1
Number of Customers of PT Finansi Kota Ternate in May-September
the year 2020

No	Month /year	Amount	Percentage%
1	May/2020	314	18%
2	June/2020	414	23%
3	July/2020	301	17%
4	August/2020	409	23%
5	September/2020	305	17%
Total		1743 Customer	98%

Source: Primary data processed

Based on the research results, the number of customers at PT Finansia was 1743 customers from May-September 2020. In May there were 314 customers with a percentage of 18%, in June the number of customers increased to 414 customers with a percentage of 23% due to the large number of customers. customers who are interested in (PT Finansia) Kota Ternate, in July the number of customers was 301 customers, decreased due to PT Finansia's internal factors, namely 17%, then in August the number of 409 customers experienced a very significant increase due to customers who made loans or credit with a percentage of 23%, in September the number of customers was 305 or 17%, loan or customer credit decreased slightly for reasons of PT Finansia, September is the end of the year and the closing of the books was carried out, as a result there was a decrease in customers in September 2020 Number of customers in five months last, May-September 2020 as many as 1743 or 98% customers / consumers

From the table above it can be seen that from May to September 2020 it shows that customers who make credit loans at PT Finansi each month increase, while in July 2020 the number of customers decreased slightly, while in August it increased to 23% and in September 2020 experienced a decrease of 17 total customers registered at PT Finansia Kota Ternate. So it can be concluded that the customer who made a loan / credit in the form of money or goods such as electronics at PT Finansia Kota Ternate from the last five months of May to September 2020 reached 1743 customers.

⁴. Hasil wawancara dengan Ibu Windi Kurniawatia, 05 November 2016, selaku (Funding) Pengimputan Data Nasabah PT Finansi Kota Ternate,

B. Settlement of Standard Agreement in case of default by the creditor

Legal protection of customers occurs in default regarding the rights of customers after making credit to PT Finansia, data that was successfully obtained in the field.

Table. 4.2
Default committed by PT Finansia to Ternate City customers in May-September 2020

No	Year	Amount	Percentage%
1	May2020	1	0,05%
2	June/2020	2	0,1%
3	July/2020	1	0,05%
4	August/2020	3	0,2%
5	September/2020	2	0,1%
Total		10	0,5,5%

Data source: Primary data processed

Based on the table above, it shows that PT Finansia defaulted on the customer from May to September 2020 in May as many as 1 customer or 0.05%, in June there were 2 customers or 0.1% in July as many as 1 customer or 0.05% in August as many as 3 customers or 0.2% and in September as many as 2 customers or 0.1%, overall PT Finansia who defaulted on its customers from May-September 2020 were 10 customers or 0, 5.5%

The results of the author's interview with the customer related to the default conducted by PT Finansia, namely in the form of withdrawal of goods from customers of Mr. Asep Sunanda, HP OPPO, which has not yet matured, PT Finansia has sent a warning letter in the form of late payment if according to Mr. Asep it has not yet arrived at the date of payment .

Form of default if (1) does not do what was promised; (2) did what was promised but was too late; (3) do what is promised but not as it should be; (4) do what should not be done based on the agreement.⁵ Based on these elements of default, there was negligence made by PT Finansi in carrying out its obligations in accordance with what was promised as stated in the standard callusul made by the creditor.

From the results of research conducted by researchers that legal protection against PT Finansi for customers in Ternate City. To protect PT Finansia from default. By the customer through preventive legal measures, there are three types, namely according to the laws and regulations related to PT Finansi, according to the Civil Code, and according to the credit agreement between PT Finansi and the

⁵. Ahmdi miru dan Sakka pati,2008.*Hukum Perikatan*, Raja Grafindo Persada, Jakarta, Hlm. 4

customer, which takes the form of actions such as warning, warning, initially. PT Finansia Kota Ternate makes a notification letter to all customers who make credit.

Consumer Financing Agreement and Debt Recognition. Late Payment Penalty in Article 6: If the customer fails to pay monthly installments on time in accordance with the terms and conditions of this financing agreement, the customer will be charged a penalty for late payment of monthly installments of 0.5% (zero point five percent) for each day the delay in installments is calculated or Rp. 20,000 (twenty thousand rupiah) whichever is greater.

From what the authors say about the legal consequences that occur on the part of the customer, in this case PT Fianasia is doing the Default, in accordance with the Consumer Protection Law No. 8 of 1999 that consumer rights must be protected, in relation to credit loans, the customer as a debtor has the authority to defend the objects or goods that become loans because PT Finansia is considered to have committed default. As attached in the Formolir, one of the points is If until the due date there is no repayment, PT Finansia causes the customer a period of one month. It turned out that in only seven days the execution was carried out by PT Finansia Kota Ternate.

Furthermore, from the results of the research as described by the writer above, it shows that the amount of public interest in making credit to PT Finansia Kota Ternate, from the last five months as many as (1743) customers or 100%, because young customers get loan loans and are not convoluted. in the process of serving customers. However, not all customers experience the same things as described above, apart from the withdrawal period as stated by Mrs. Rosdiana, there are some customers who are deemed to have been disadvantaged by PT Finansia in Mr. Asep Sunanda.⁶ Address Marikrubu. According to him in the order for goods such as a wardrobe to PT Finansia, the purchase did not match what was ordered by Mr. Asep Sunda and the goods were returned but the Finansi was not responsible because the goods ordered had been purchased and the goods were in the hands of the customer, so the party PT Finansia does not want to be responsible.

As has been experienced by Mr. Asep Sunda as contained in the agreement between Creditor and Debtor in point (d) of this agreement letter that: If an incident or incident occurs on the object of financing / Collateral that may cause a claim or not, it is immediately reported to the Creditor at the latest. no later than 3x24 hours since the incident or event occurred. Therefore, PT Finansia has violated the contents of the agreement as stated in point (d).

CONCLUSION

Implementation of the Credit Agreement at PT Finansia Kota Ternate, from the last 5 months in 2020 there has been an increase, it can be seen that customers who make credit loans in the form of money or other electronic goods have increased every month until now, because every customer who makes a credit loan at PT Finansia Kota Ternate is not complicated, so from May to September as many as 1743 customers made credit loans, or up to 98%.

The legal consequence is that if there is a default committed by PT Finansia Kota Ternate, the last 5 months in 2020 reached 10 or 0.5.5% of 1743 customers, the

⁶. Hasil wawancara dengan Bapak Asep Sunanda, Nasabah PT Finansi Tanggal 8 Agustus 2020

customer as a debit has the authority to retain the items that become the customer's credit loan if the party PT Fainensia is in default according to the time period determined by PT Finansia. This makes it easier for customers to maintain their credit items in accordance with the Consumer Protection Law if the creditor is in default.

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Wawancara

wawancara dengan Bapak Asep Sunanda, Nasabah PT Finansi Tanggal 8 Agustus 2020

wawancara dengan Ibu Windi Kurniawatia, 05 November 2016, selaku (Funding) Pengimputan Data Nasabah PT Finansi Kota Ternate

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