

ABSTRACT

Evanty Dedyana (05120090022)

LEGAL PROTECTION FOR DEPOSITORS OVER STANDARD CLAUSE IN THE ACCOUNT OPENING AGREEMENT APPLIED IN PT. BANK PAN INDONESIA, TBK (BANK PANIN).

(xi + 90 pages; 5 tables)

As a financial intermediary, bank plays an important role in the economic system by conducting its business activity to be a liaison between the user of funds and the owner of funds. In order to improve its operational with the customers, bank made agreements in which the terms and conditions have been determined unilaterally, printed and reproduced in a standard form where the customers can only choose to take or leave the contents of the agreement. This condition is in a contrary to the nature of a contract which is the existence of an agreement within the parties as an embodiment of the Freedom of a Contract principle. The agreement that outlines the use of this standard clause then becomes a problem when there is a clause contains provisions that detriment to one party. In carrying out its task, in addition to the referring to the Civil Code, bank also has to follow the provisions that have been set in other form of laws and regulations. One of the provisions that are closely related to this issue is Law Number 8 of 1999 concerning Consumer Protection. Therefore, the purpose of this legal research is to examine the legal extent of the inclusion of standard clause in the account opening agreements applied in Panin Bank detrimental to customers associated with the Law Number 8 of 1999 concerning Consumer Protection and the Civil Code as well as how the legal protection given Panin Bank as a principal owner of the business to customers on account of the inclusion of a standard clause to be reviewed of some aspects of the legal provisions in Indonesia.

References: 26 (1986-2012)