

## **From Inactive to Inaccessible: Legal Protection of Dormant Accounts in the Banking System**

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**Abstrak:** Penelitian ini merupakan penelitian hukum normatif dengan pendekatan perundang-undangan dan konseptual. Bahan hukum yang digunakan terdiri atas bahan hukum primer, sekunder, dan tersier yang dianalisis secara preskriptif untuk menjelaskan ketentuan hukum yang berlaku serta memberikan argumentasi dan rekomendasi normatif. Hasil penelitian menunjukkan pengaturan pemblokiran rekening nasabah di Indonesia belum dirumuskan secara eksplisit dan komprehensif dalam satu ketentuan khusus, melainkan tersebar dalam berbagai ketentuan yang bersifat umum, terutama terkait prinsip kehati-hatian dan rezim pencegahan tindak pidana keuangan. Absennya pengaturan yang secara jelas mengatur kewajiban, prosedur, dan batas waktu pemblokiran menyebabkan perlindungan hukum preventif terhadap nasabah menjadi lemah dan berpotensi menimbulkan ketidakpastian bagi nasabah dalam mengakses dananya. Perlindungan hukum setelah pemblokiran pada dasarnya bersifat represif, melalui mekanisme pengaduan, reaktivasi rekening, dan upaya hukum perdata. Namun tanpa fondasi preventif yang jelas dan tegas, perlindungan represif tersebut belum sepenuhnya menjamin kepastian hukum dan keseimbangan kedudukan antara bank dan nasabah. Rekomendasi penelitian ini menekankan perlunya Otoritas Jasa Keuangan meningkatkan efektivitas penerapan POJK Nomor 24 Tahun 2025 tentang Pengelolaan Rekening pada Bank Umum, khususnya terkait kewajiban pemberitahuan, standar rekening dormant, dan prosedur reaktivasi rekening, serta mendorong perbankan untuk menerapkan kebijakan pemblokiran dengan tetap menjunjung prinsip kehati-hatian, transparansi, dan perlindungan konsumen.

**Kata Kunci:** *Perlindungan Hukum; Pemblokiran rekening bank ; Rekening dormant.*

**Abstract:** *This study aims to examine and analyze the legal regulations governing the blocking of customer accounts by banks, as well as the forms of legal protection provided for dormant customer accounts after they have been blocked by banks. This research is normative legal research with a legislative and conceptual approach. The legal materials used consist of primary, secondary, and tertiary legal materials that are analyzed prescriptively to explain the applicable legal provisions and provide normative arguments and recommendations. The results of the study show that the regulation of customer account blocking in Indonesia has not been explicitly and comprehensively formulated in a specific provision, but is scattered in various general provisions, especially those related to the principle of prudence and the regime for the prevention of financial crimes. The absence of regulations that clearly stipulate the obligations, procedures, and time limits for blocking accounts has resulted in weak preventive legal protection for customers and has the potential to cause uncertainty for customers in accessing their funds. Legal protection after blocking is essentially repressive, through complaint mechanisms, account reactivation, and civil law efforts. However, without a clear and firm preventive foundation, such repressive protection does not fully guarantee legal certainty and balance between banks and customers. This research recommendation emphasizes the need for the Financial Services Authority to improve the effectiveness of the implementation of POJK Number 24 of 2025 concerning Account Management*

*at Commercial Banks, particularly in relation to notification obligations, dormant account standards, and account reactivation procedures, as well as encouraging banks to implement blocking policies while upholding the principles of prudence, transparency, and consumer protection.*

**Keywords:** *Legal Protection; BankAccount Blocking; Dormant Accounts.*

## **A. INTRODUCTION**

Protection of property rights and legal certainty constitutes part of human rights guaranteed by the constitution. In modern economic practice, banks play a strategic role as financial institutions that manage public funds based on the principle of trust. The legal relationship between a bank and its customer arises from a deposit agreement that creates reciprocal rights and obligations. Within this relationship, the bank is obliged to provide services in accordance with operational standards and applicable legal provisions, while the customer is entitled to legal certainty over the funds deposited. Therefore, any action that restricts a customer's access to their account must have a valid legal basis and must not contradict the principle of legal protection.[1] In practice, this legal relationship is often imbalanced, with banks holding a more dominant bargaining position compared to customers as consumers of financial services. This condition creates the potential for injustice, particularly in the use of standard clauses unilaterally formulated by banks. Law Number 8 of 1999 concerning Consumer Protection (UUPK) serves as a legal framework that safeguards the rights of customers, especially with regard to the prohibition of standard clauses that are detrimental to consumers and the obligation of business actors to act in good faith. Accordingly, the contractual relationship between banks and customers is not only governed by the principle of freedom of contract, but must also be limited by the principles of consumer protection.[2] including the bank's obligation to safeguard funds and to provide customers with reasonable access to their accounts. Therefore, any

administrative action taken by a bank that restricts a customer's access, including account blocking, must have a clear legal basis and be proportionate and transparent.

From the perspective of civil law and consumer protection, account blocking without adequate notification has the potential to violate the principle of good faith as well as the principles of preventive and repressive legal protection. Preventive protection aims to prevent violations of rights, while repressive protection functions to provide remedies when a violation has already occurred. Account blocking that is not accompanied by a valid legal basis or an effective objection mechanism can create legal uncertainty and harm customers, both materially and immaterially.

In principle, account blocking may be justified when carried out for the purposes of law enforcement or to maintain the integrity of the financial system. However, in banking practice, the policy of temporarily suspending transactions on inactive (dormant) accounts, which resurfaced in 2025, indicates issues in its implementation. A number of customers experienced unilateral account blocking without clear notification, even though the accounts were not proven to be linked to criminal activities. This condition reflects an imbalance between the bank's authority to apply the prudential principle and the customers' rights to legal certainty and protection of their property.

Previous studies have generally examined account blocking in the context of preventing money laundering or the general authority of banks. However, studies that specifically analyze legal protection for dormant accounts after blocking remain limited, particularly those that relate it to the latest regulations on the management of bank accounts that came into effect in 2025. This gap indicates the need for a more in-depth juridical analysis of the bank's responsibilities as well as the legal protection mechanisms available to dormant account customers.

Based on the foregoing, this study aims to analyze the legal regulations governing the blocking of customer accounts by banks and to examine the forms of legal protection for inactive accounts after such blocking. The novelty of this research lies in linking the legal protection of dormant accounts with the latest regulatory regime in the field of bank account management, thereby providing a current perspective in assessing the balance between the banking prudential principle and the protection of customers' rights as consumers of financial services.

## **B. RESEARCH METHOD**

Based on the foregoing, this study aims to analyze the legal regulations governing the blocking of customer accounts by banks and to examine the forms of legal protection for inactive accounts after such blocking. The novelty of this research lies in linking the legal protection of dormant accounts with the latest regulatory regime in the field of bank account management, thereby providing a current perspective in assessing the balance between the banking prudential principle and the protection of customers' rights as consumers of financial services.

The research specification is descriptive-analytical, namely by describing and analyzing the applicable legal provisions related to the blocking of customer accounts and their implications for the protection of customers' rights. This study emphasizes the analysis of secondary legal materials as the primary data, and therefore falls within the category of library research (*library research*).

The sources of legal materials used consist of primary, secondary, and tertiary legal materials. Primary legal materials include laws and regulations related to banking, consumer protection, and the prevention of criminal activities in the financial services sector. Secondary legal materials consist of legal textbooks, scientific journals, articles, previous research findings, and the opinions of legal scholars relevant to the research topic. Meanwhile, tertiary legal materials are used as supporting references, such as legal dictionaries and legal encyclopedias, to assist in understanding the legal terms and concepts employed.

The technique for collecting legal materials is carried out through library research by reading, recording, examining, and systematically reviewing various legal literatures, laws and regulations, scientific journals, and other documents related to the research problem. All legal materials obtained are then analyzed using a prescriptive analysis method, which not only explains the applicable legal provisions but also provides normative assessments and arguments regarding what should be done to ensure optimal legal protection for customers, particularly with respect to dormant accounts after being blocked by banks.

## **C. RESULT AND DISCUSSION**

The blocking of customer accounts by banks constitutes an administrative action that directly affects the civil rights of customers. Juridically, account blocking cannot be construed as a deprivation of ownership rights over the funds, but rather as a temporary restriction on access

to the use of such funds. Nevertheless, such restriction must have a clear legal basis, be proportionate in nature, and be subject to oversight mechanisms so as not to violate the civil rights of customers as the lawful owners of the funds deposited in the account, particularly the right to control and use those funds. Therefore, account blocking cannot be carried out arbitrarily, but must be based on statutory regulations as well as the principles of consumer protection and the prudential principle in banking activities. This analysis focuses on the legal regulation of account blocking, particularly inactive (dormant) accounts, as well as the forms of legal protection available to customers after such blocking has been carried out.

### **1. Juridical Analysis of the Regulation of Customer Account Blocking by Banks**

The regulation of customer account blocking by banks in Indonesia is not explicitly governed by a single specific law, but is instead dispersed across various laws and regulations. The normative basis for account blocking is therefore indirect and must be interpreted through several provisions related to the prudential principle, consumer protection, and banking supervisory mechanisms.[3]

Law Number 10 of 1998 concerning Banking does not explicitly regulate the mechanism for account blocking; however, it provides a juridical basis through the application of the prudential principle as stipulated in Article 2 and Article 29 paragraph (2) of the Banking Law, which emphasize prudence and the maintenance of bank soundness. Furthermore, Article 29 paragraph (4) obliges banks to provide information regarding potential risks arising from customer transactions, reflecting the principles of transparency and consumer protection. In addition, Article 40 affirms the obligation of banks to maintain the confidentiality of customer data and deposits. These provisions indicate that any administrative action taken by banks, including account blocking, must remain within the framework of protecting customers' rights and must not be carried out arbitrarily.[4]

Account blocking constitutes a form of transaction restriction imposed by banks, which requires banks to manage their business activities carefully, measurably, and responsibly in order to maintain bank soundness and protect customers' interests. Conceptually, any restriction of rights within a civil law relationship must still ensure balance and legal certainty for the parties involved. Rozi et al. (2023) emphasize that laws governing creditor-debtor relationships as well as other civil relationships must be able to provide proportional protection to prevent unilateral dominance in their implementation. This principle is relevant in the context of account blocking by banks, where the administrative authority held by banks must not disregard customers' ownership rights over the funds deposited in their accounts.[5]

Account blocking is also based on provisions related to the prevention of financial crimes, as regulated in Law Number 8 of 2010 concerning the Prevention and Eradication of Money Laundering and Law Number 9 of 2013 concerning the Prevention and Eradication of Terrorism Financing. These laws grant banks the authority to temporarily suspend

transactions or block accounts upon the request of the Financial Transaction Reports and Analysis Center (PPATK) or law enforcement authorities when there is a suspicion of criminal activity. Blocking under this regime is administrative and preventive in nature, rather than a form of punishment against the customer. Although administrative and preventive, the authority to block accounts in the context of money laundering offenses is, in principle, temporary in nature. (temporary freezing), it does not constitute a form of seizure or permanent deprivation of ownership rights. A request for account blocking submitted by a third party who is not the account holder, in principle, does not have legally binding force on the bank unless it is accompanied by an official order from the competent law enforcement authorities. Therefore, banks are not justified in imposing restrictions on customer accounts without a valid legal basis.[6] Therefore, such action must be limited to a certain period of time and be subject to further legal mechanisms.[7] its implementation must still adhere to the principle of due process of law, meaning that it must be carried out based on lawful authority, through transparent procedures, and by providing an opportunity for customers to obtain clarification or to file objections against the blocking action.[8] Furthermore, Bank Indonesia Regulation Number 14/27/PBI/2012 concerning the Implementation of Anti-Money Laundering and Counter-Terrorism Financing Programs for Commercial Banks requires banks to apply the *know your customer* principle and risk control.

In practice, account blocking is understood as a legitimate safeguarding measure to prevent the misuse of accounts and to mitigate legal as well as reputational risks faced by Internal bank policies set out in standard clauses for account opening, such as those applied by Bank BNI and Bank Sulsebar, also regulate the blocking of inactive accounts as part of the management of dormant accounts. Although administratively valid, their implementation must still observe the principles of transparency and consumer protection in order to avoid creating an imbalance in the legal position between banks and customers. Thus, from a juridical perspective, it can be affirmed that account blocking constitutes a lawful action as long as it fulfills three main requirements:

- a. Has a clear legal basis;
- b. is carried out proportionally and in accordance with the prudential principle; also
- c. is accompanied by effective notification and objection mechanisms.

The absence of norms that explicitly regulate the time limits and procedures for blocking dormant accounts has the potential to create legal uncertainty and open opportunities for the abuse of administrative discretion. Therefore, regulatory harmonization and the strengthening of consumer protection principles have become urgent needs within the Indonesian banking legal system. If account blocking is carried out without an adequate legal basis or exceeds the authority granted by statutory regulations, customers retain the right to pursue civil legal remedies based on Article 1365 of the Civil Code concerning

unlawful acts. This underscores that the authority to block accounts is not absolute and is not immune from juridical review.[8]

## **2. Legal Protection For Customers Against The Blocking Of Inactive Accounts (Dormant)**

A customer's account constitutes a manifestation of the legal relationship between the bank and the customer, arising from an account opening agreement in the form of a standard contract. In carrying out its business activities, a bank is required to apply the prudential principle as regulated in the Banking Law. This principle grants banks the authority to impose transaction restrictions where there are indications of legal violations. However, such authority is not absolute. Badawi et al. (2025) in the *Diponegoro Law Journal* emphasize that account blocking without a clear legal basis and without an order from the competent authority may be qualified as an unlawful act. Therefore, the application of the prudential principle must not develop into unilateral actions that disregard the civil rights of customers.[9]

In practice, customers do not have room to negotiate the contents of such agreements. This condition creates an inequality of bargaining position. This imbalance is consistent with the findings of Rozi et al. (2023), which state that in legal relationships, parties with greater economic power or a dominant position tend to receive greater protection compared to others. Therefore, in the context of blocking dormant accounts, account blocking in principle cannot be carried out freely without a clear basis of authority. Under banking law provisions, blocking actions may only be carried out under certain conditions and by parties with legal authority, such as law enforcement officials or at the request of the account holder. Beyond that, banks are obliged to ensure that any administrative action restricting customer access has a valid regulatory basis as a manifestation of the principle of legality.[6] Therefore, it is necessary to strengthen regulations to ensure that the legal relationship between banks and customers remains within the framework of justice and proportionality.[5] Clauses that grant broad authority to banks to restrict or block accounts are often formulated in general and ambiguous terms. Account opening agreements typically use a *take it or leave it* mechanism, leaving customers with no room to negotiate the contents of the clauses determined by the bank. This condition has the potential to create an imbalance in bargaining position and contradicts the spirit of consumer protection, which emphasizes fairness and proportionality in contractual relationships. Therefore, any clause that grants unilateral authority to banks to impose restrictions or block accounts must be tested against the principles of the Consumer Protection Law, particularly regarding the prohibition of standard clauses that are detrimental to consumers.

Berdasarkan Pasal 1338 Kitab Undang-Undang Hukum Perdata, perjanjian yang dibuat secara sah berlaku sebagai undang-undang bagi para pihak. Dalam hubungan hukum

tersebut, nasabah berkedudukan sebagai pemilik sah atas dana, sedangkan bank berkedudukan sebagai pihak yang menguasai dana secara administratif.

Therefore, even if an account is blocked, ownership rights over the funds remain with the customer and do not transfer to the bank. From a civil law perspective, the relationship between the bank and the customer in a deposit agreement is a contractual one that gives rise to reciprocal rights and obligations. The bank merely acts as the party that administratively controls the funds, not as the owner of the funds. Accordingly, account blocking cannot be construed as a deprivation or transfer of ownership rights, but merely as a temporary restriction of access. If such restriction is carried out without a legal basis or exceeds the limits of authority, the action may be classified as an unlawful act as stipulated in Article 1365 of the Civil Code. The position of ownership rights is a consequence of the contractual civil law relationship between the bank and the customer. Therefore, account blocking must not eliminate or transfer ownership rights over the funds, but only suspend access within a time frame and through procedures that are legally accountable.[8] Legal protection constitutes an effort to provide a sense of security to legal subjects through applicable legal instruments, so that the rights they possess remain protected from violations and misuse.[10] The position of customers includes that of consumers of banking services. From the perspective of consumer protection law, bank customers are juridically classified as consumers of banking services because they utilize services provided by banks as business actors. Therefore, the legal relationship between banks and customers is not solely governed by the Banking Law, but also falls within the regulatory scope of Law Number 8 of 1999 concerning Consumer Protection. Consequently, every action taken by banks in providing services, including in the management of customer accounts, must take into account consumers' rights as stipulated in the Consumer Protection Law.[11] As consumers of banking services, customers are entitled to legal protection as guaranteed under the Consumer Protection Law. Such protection includes the right to obtain accurate, clear, and honest information regarding the condition of banking products and services, as well as the right not to be harmed by unilateral standard clauses. Article 18 of the Consumer Protection Law expressly prohibits the inclusion of clauses that transfer the responsibility of business actors or grant unilateral authority that is detrimental to consumers. In the banking context, this provision serves as an important instrument to prevent the dominance of banks in account opening agreements as well as in administrative policies such as account blocking.[2] which begins when the customer signs the standard clause in the account opening agreement, of course based on Law Number 8 of 1999 concerning Consumer Protection, which affirms the consumer's right to accurate, clear, and honest information, as well as the obligation of business actors to act in good faith. However, the issue that arises is that consumers are required to comply with the rules set by the company, there is often no adequate explanation before the agreement is signed, and consumers find it difficult to interpret what is meant by the provisions contained in the agreement.[12]Legal protection

for customers against the blocking of dormant accounts is also reinforced through the Consumer Protection Law, which regulates several important aspects, such as the prohibition of including standard clauses that are detrimental to consumers in agreements, the obligation of business actors to act in good faith, and the provision of effective remedies for consumers who suffer losses.[13] In the financial services sector, more specific regulations are provided under Financial Services Authority Regulation Number 22/POJK.07/2023 concerning Consumer and Public Protection in the Financial Services Sector, which requires banks to safeguard customer funds and provide transparent information. [14]

The strengthening of legal protection for inactive and dormant accounts has become more evident with the issuance of Financial Services Authority Regulation Number 24 of 2025 concerning the Management of Accounts in Commercial Banks. This regulation provides legal certainty regarding the classification of inactive and dormant accounts. Its enactment represents a harmonization of norms that were previously dispersed across various sectoral regulations. This regulation affirms that dormant accounts do not eliminate the customer's ownership status over the funds and prohibits banks from transferring or utilizing such funds for other purposes. Accordingly, account blocking can only be understood as a temporary administrative restriction, subject to notification obligations and clear reactivation procedures. These provisions strengthen the position of customers in their legal relationship with banks and reduce the potential for abuse of administrative discretion.

The mechanisms for transaction restrictions, the obligation to notify customers, and the prohibition on banks from transferring dormant account funds to become the bank's property are also regulated. These provisions affirm that account blocking constitutes a lawful temporary administrative restriction as an exception to the principle of freedom of contract, provided that it is carried out proportionally and in accordance with statutory regulations.

Legal protection for customers after account blocking includes preventive protection in the form of the bank's obligation to provide notification and information regarding the account status. Theoretically, according to Philipus M. Hadjon, legal protection is divided into preventive and repressive protection. Preventive protection is realized through clear and transparent regulations that provide an opportunity to raise objections before a person's rights are restricted. Meanwhile, repressive protection is provided through dispute resolution mechanisms and the restoration of rights after a violation has occurred.

In the context of blocking dormant accounts, the weak regulation concerning notification standards and the time limits for transaction restrictions indicates that preventive protection has not been optimal, making repressive protection the only corrective instrument available to customers. Repressive protection includes the customer's right to request account reactivation, submit complaints, and pursue legal remedies if they suffer losses.

In addition, the protection of customer funds is also guaranteed through the Deposit Insurance Corporation as regulated under Law Number 24 of 2004 concerning the Development and Strengthening of the Financial Services Sector, so that the blocking of dormant accounts does not eliminate the status of the funds as deposits guaranteed by the state.

#### **D. CONCLUSION**

The blocking of dormant accounts constitutes a lawful administrative action insofar as it is grounded in the prudential principle and the interest of maintaining financial system stability. However, its fragmented and non-integrated regulation creates the potential for legal uncertainty and an imbalance in the position between banks and customers. Legal protection for dormant accounts after blocking must be realized through certainty of norms, procedural transparency, and proportionate reactivation mechanisms.

The strengthening of recent regulations in the field of account management must be accompanied by effective supervision to ensure that the prudential principle does not develop into excessive discretion that undermines customers' ownership rights. This study recommends that the Financial Services Authority enhance the effectiveness of the implementation of Regulation Number 24 of 2025 concerning the Management of Accounts in Commercial Banks, particularly with regard to notification obligations, standards for dormant accounts, and account reactivation procedures, while also encouraging banks to implement blocking policies that uphold the principles of prudence, transparency, and consumer protection

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