

ABSTRAK

Kasus nasabah atas layanan jasa *Safe Deposit Box* masih kurang mendapat perlindungan, karena alasan perjanjian yang telah mereka sepakati yakni bank tidak bertanggungjawab atas kecurian, kehilangan barang-barang yang disimpan oleh nasabah. Hal tersebut memunculkan persoalan apakah bank dalam melakukan usaha *Safe Deposit Box* sudah sesuai dengan prinsip kehati-hatian perbankan, dan bagaimana seharusnya perlindungan hukum bagi nasabah pengguna jasa *safe deposit box*.

Metode penelitian ini menggunakan metode penelitian yuridis normatif didasarkan pada bahan hukum perundang-undangan, menggunakan metode pendekatan undang-undang (*statute approach*). Adapun bahan hukum yang digunakan adalah bahan hukum primer, bahan hukum sekunder, dan bahan hukum tersier. Analisis bahan hukum menggunakan metode analisis yuridis sistematis.

Hasil penelitian ini adalah bahwa bank tidak sesuai dengan prinsip kehati-hatian bank, karena ternyata bank tersebut tidak menggunakan standar aturan penerapan prinsip kehati-hatian, tetapi hanya menggunakan dasar perjanjian yang dibuat antara bank dan nasabah tentang penggunaan jasa layanan *Safe Deposit Box*. Nasabah pengguna layanan jasa *Safe Deposit Box* seharusnya memperoleh ganti kerugian, karena nasabah sebagai konsumen mempunyai hak-hak yang dilindungi dan diatur dalam Pasal 4 dan Pasal 7 Undang-Undang Perlindungan Konsumen dan Pasal 28, 29, dan Pasal 30 Undang-Undang Otoritas Jasa Keuangan.

Kata Kunci : Penerapan, Prinsip kehati-hatian, Bank, *Safe Deposit Box*.

ABSTRACT

The case of the customer for services Safe Deposit Box is still poorly protected, by reason of an agreement they had agreed that the bank is not responsible for theft, loss of luggage stored by customers. It raises the question of whether a bank doing business Safe Deposit Box is in conformity with the principles of prudential banking, and how it should be legal protection for the customers of the service users safe deposit box.

This research method using normative juridical research method is based on the laws of the material, using the approach of law (statute approach). The legal materials used are the primary legal materials, secondary law, and tertiary legal materials. Analysis of legal materials juridical systematic analysis method.

The results of this study is that the bank does not comply with the principles of prudential bank, because it turns the bank does not use the standard rules of the application of the precautionary principle, but only using the basic agreement made between banks and customers about the use of services Safe Deposit Box. Client users services Safe Deposit Box should receive compensation, since the customer as consumers have rights protected and regulated in Article 4 and Article 7 of the Consumer Protection Act and Articles 28, 29 and Article 30 of Regulations Otoritas Jasa Keuangan.

Keywords: Application, precautionary principle, Bank, Safe Deposit Box.