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Consumer Protection in Financial Technology Services: A Civil Law Perspective

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ABSTRACT

he rapid development of Financial Technology (FinTech) has transformed the financial services sector by providing fast, efficient, and accessible digital financial services. Despite its significant contribution to financial inclusion, the expansion of FinTech has also raised various legal issues, particularly regarding consumer protection, electronic contracts, personal data security, and the legal responsibility of service providers. This study aims to analyze consumer protection in Financial Technology services from the perspective of Indonesian civil law and to examine the legal responsibilities of FinTech providers toward consumers who suffer losses. This research employs a normative legal research method using statutory, conceptual, and case approaches. The data consist of secondary legal materials, including legislation, legal doctrines, scholarly journals, and relevant literature, which are analyzed using a qualitative descriptive approach. The findings indicate that consumer protection in FinTech services is principally governed by the Indonesian Civil Code, Law Number 8 of 1999 concerning Consumer Protection, Law Number 27 of 2022 concerning Personal Data Protection, Law Number 4 of 2023 concerning the Development and Strengthening of the Financial Sector, and Financial Services Authority Regulation Number 22 of 2023 concerning Consumer and Public Protection in the Financial Services Sector. From a civil law perspective, the legal relationship between FinTech providers and consumers is based on electronic contracts that establish reciprocal rights and obligations. FinTech providers may be held liable under the doctrines of breach of contract or tort when their actions cause losses to consumers. Although Indonesia has established a relatively comprehensive legal framework, the effectiveness of consumer protection remains constrained by the existence of illegal FinTech operators, inadequate digital financial literacy, weak enforcement of regulations, and the misuse of personal data. Therefore, stronger regulatory supervision, consistent law enforcement, enhanced personal data protection, and increased public awareness are essential to ensure legal certainty and establish a secure, transparent, and sustainable digital financial ecosystem.

Keywords: Consumer Protection, Financial Technology Services, Civil Law

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INTRODUCTION

Development digital technology has bring significant changes in sector service finance through presence Financial Technology (FinTech). FinTech services offer various convenience for society, such as digital payments, online loans (peer-to-peer lending), investments, crowdfunding, to service financebased applications that can accessible in a way fast and efficient. This digital transformation give contribution positive to improvement inclusion finance in Indonesia, especially for the previous society Not yet accessible by service banking conventional (Bank Indonesia, 2023).

On the other hand, the development of FinTech also gives rise to various problem law, in particular related protection consumers. The height use digital services accompanied with increasing risk misuse of personal data, ambiguity information about rights and obligations of the parties, practices unpaid billing in accordance provisions, up to emergence illegal FinTech organizers who are detrimental society. Conditions the show that development technology No always followed with improvement protection adequate law for consumers (Financial Services Authority, 2023).

In perspective law civil, relationship law between FinTech organizers and consumers in essence born from existence something agreement binding electronics second split parties. Based on Article 1320 of the Civil Code (KUHPerdata), a agreement stated legitimate if fulfil condition existence agreement of the parties, capacity, object certain, and lawful reasons. In addition Article 1338 of the Civil Code confirm that every agreement made in a way legitimate valid as Constitution for the parties. Therefore that, rights and obligations between FinTech organizers with consumer must implemented based on principle freedom contract, principle good faith good, and principle balance in agreement.

Protection consumer in FinTech services also gained runway law through Constitution Number 8 of 1999 concerning Protection Consumers who provide guarantee on right consumer For get comfort, security, safety, correct information, and get settlement dispute if experience losses. In addition, the Law Number 4 of 2023 concerning Development and Strengthening of the Financial Sector (P2SK) and various regulations The Financial Services Authority (OJK) is increasingly strengthen arrangement about protection consumers in the sector service digital finance, including obligation transparency information, personal data protection, settlement complaints, and implementation of good governance (OJK, 2023).

According to Hadjon (1987), protection law is efforts provided by the state to protect rights citizens of actions that can be cause losses, whether incurred by the government or by other parties. The concept protection law No only emphasize existence certainty law, but also guarantees fulfillment justice, benefit, and respect to rights every individual. In context service Financial Technology (FinTech), protection law become very important aspect Because connection law between organizers and consumers done through electronic media that has characteristics different with transaction conventional. Relationship law the cause rights and obligations for the parties so that required capable regulations give certainty law, prevent abuse authority by the perpetrator business, as well as ensure security consumer in do digital transactions (Hadjon, 1987; Fithri, Endarto, & Suhadi, 2021).

Further, theory protection consumer explain that the country has not quite enough answer for ensure fulfillment rights consumer through formation regulation, system effective supervision, as well as mechanism settlement easy dispute accessed. Shidarta (2006) stated that protection consumer aim create balance position between perpetrator businesses and consumers because in practice consumer often be in a better position weak, good from aspect economy, information, and ability in do negotiation contract. In FinTech services, conditions the the more real Because part big transaction done through agreement standard contract that is prepared unilaterally by the organizer. As a result, consumers often only agree Terms and Conditions without understand in a way comprehensive content agreement, mechanism processing of personal data, as well as possible risks arise during use digital services. Therefore that, the principle transparency, good faith good, and balance between the parties become element important in realize protection effective law for FinTech consumers (Shidarta, 2006; Maharani et al., 2023).

Even though Indonesia has own various regulations that govern FinTech implementation, such as Constitution Number 8 of 1999 concerning Protection Consumers, Law Number 27 of 2022 concerning Personal Data Protection Act Number 4 of 2023 concerning Development and Strengthening of the Financial Sector, as well as Regulation Financial Services Authority about protection consumers in the sector service finance, its implementation Still face various challenges. Various study show that violation to rights consumer Still often

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happened, especially in the form of misuse of personal data, practices unpaid billing in accordance provisions, lack of transparency regarding interest and fees services, as well as the rise Illegal FinTech providers. Problems the show that existence regulations just Not yet Enough if No followed with effective supervision and enforcement consistent law to every form violations committed by the organizer digital services (Kurnianto, Rahardiansyah, & Notoprayitno , 2025; Suriyani et al., 2022).

Apart from the factors regulation, effectiveness protection law is also influenced by the level of literacy digital finance and awareness law society. The low understanding consumer to content agreement electronics, rights on personal data protection, as well as mechanism settlement dispute cause consumer often in a disadvantaged position when happen dispute with FinTech organizers. Therefore that, is necessary synergy between government, Financial Services Authority, Bank Indonesia, actors FinTech businesses and society for increase education digital finance, strengthening supervision to organizers, as well as optimize implementation principle good governance in FinTech industry. With Thus, protection law No only realized through formation regulation, but also through effective implementation so that capable create ecosystem service digital finance that is safe, transparent, fair, and provides certainty law for all over parties (Satria, Waruwu, Tambunan, & Nduru, 2024; Kurnianto et al., 2025).

Based on description said , research This aim For analyze form protection law to consumer in service Financial Technology based on perspective law civil as well as study various form not quite enough answer law FinTech organizers towards losses experienced consumer research This expected can give contribution academic in development law civil law in the field of transaction electronic as well as become input for regulators, actors business and society in realize ecosystem service safe , fair and equitable digital finance .

Based on background behind said, then formulation problem in study This is as following: How form protection consumer in service Financial Technology reviewed from perspective law civil law in Indonesia? How not quite enough answer law organizer Financial Technology to losses experienced consumer based on provision law civil and regulatory applicable legislation?

METHODS

Study this use method study law normative (normative legal research), namely research that examines law as a norm or applicable rules in public through review to regulation legislation, doctrine law, principle law and decisions relevant courts with protection consumer in service Financial Technology (Soekanto & Mamudji, 2019). Approach This chosen Because study focus on analysis arrangement law and responsibility answer civil FinTech organizers towards consumer based on provision law positive in Indonesia.

Study This use a number of approach, namely approach statute approach, approach conceptual approach, and approach case approach legislation done with study various regulations that govern protection consumers, including the Civil Code, the Consumer Protection Act Number 8 of 1999 concerning Protection Consumers, Law Number 4 of 2023 concerning Development and Strengthening of the Financial Sector , Law Number 27 of 2022 concerning Personal Data Protection , as well as Regulation Financial Services Authority about protection consumers in the sector service financial approach conceptual used For analyze draft protection law , principle freedom contract , principle good faith good , and not quite enough answer civil in connection law between FinTech organizers and consumers. Meanwhile that, approach case done through review to a number of problem emerging laws in practice FinTech services in Indonesia.

Data sources used is secondary data consisting of on material primary law, material law secondary, and materials law tertiary. Primary legal materials include regulation related legislation with protection consumers and FinTech services. Legal materials secondary in the form of books law, journal scientific, articles scientific, results study previously, and opinions of relevant experts with object research. The materials law tertiary covering dictionary law, encyclopedia law, and various source reference others who support analysis research (Syarifah, 2023).

Data collection techniques were carried out through studies library research, namely with identify, collect, study, and study various literature and documents relevant laws with research. All material law Then classified based on main problem so that facilitate the analysis process to protection consumer in FinTech services from perspective law civil.

Data analysis was performed in a way descriptive qualitative, namely with describe provision applicable law, interpreting legal norms, then analyze relatedness between theory law civil with practice organization FinTech

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services in Indonesia. Analysis results furthermore used for give argumentation law about form protection consumer as well as not quite enough answer FinTech organizers towards losses experienced consumer so that obtained conclusions that are systematic and comprehensive.

RESULTS AND DISCUSSION

Study this aim for analyze protection consumer in service Financial Technology (FinTech) based on perspective law civil law in Indonesia. Research results obtained through analysis to regulation legislation, doctrine law, and various study previously about protection consumers on services digital finance.

Development the FinTech industry has give convenience access service finance to society. However, on the other hand, developments it also increases risk law in the form of misuse of personal data, lack of transparency information, practice billing violations law, as well as default in implementation agreement electronics. Based on results analysis, protection consumers in Indonesia have arranged through various regulations, including the Civil Code (KUHPerdata), the Law Number 8 of 1999 concerning Protection Consumers, Law Number 27 of 2022 concerning Personal Data Protection Act Number 4 of 2023 concerning Development and Strengthening of the Financial Sector, as well as Regulation Financial Services Authority Number 22 of 2023 concerning Protection Consumers and Society in the Financial Services Sector. Although regulations has available, effectiveness its implementation Still face various challenges, especially in supervision to illegal FinTech organizers and protection regarding personal data consumers.

In perspective law civil, relationship law between FinTech organizers with consumer born through agreement electronics that have strength tie as arranged in Article 1320 and Article 1338 of the Civil Code. Therefore that, every organizer must fulfil principal freedom contract, principle good faith good, and give correct, clear and honest information to consumers. If happen violation to content agreement or loss consequence negligence organizer, then consumer own right for demand change makes a loss based on provision law civil and Constitution Protection Consumers.

Form Legal Protection for Consumer

Based on results study, protection the law given to consumer FinTech services can classified become protection preventive and protective repressive.

Form Protection	Implementation
Protection Preventive	Transparency information, consent, personal data protection, education consumers, implementation management risk
Protection Repressive	Mechanism complaints, resolution dispute, granting change loss, sanctions administrative and civil to organizer

Protection preventive aim prevents occurrence loss through delivery transparent information regarding interest, fees administration, risk transactions, as well as use of personal data. On the other hand, protection repressive given when consumer has experience loss so that available mechanism settlement dispute through complaint to organizer, Financial Services Authority, Settlement Agency Dispute Consumers (BPSK), as well as through court.

Civil Liability Financial Technology Provider

Research result show that FinTech organizers are responsible answer on loss consumer if proven do default and actions oppose law. Form not quite enough answer the covering replacement loss material and immaterial, termination violations, as well as recovery rights consumer. Responsibility answer it also includes obligation guard security system electronic and personal data confidentiality user.

A number of study show that most frequent problems happen in FinTech services include:

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Table 1. Fintech Service Problems

Problems	Impact to Consumer
Misuse of personal data	Violation right privacy
Lack of transparency cost	Loss financial
Intimidating billing	Loss psychological
illegal FinTech	Loss of funds and uncertainty law
Leakage system electronic	Abuse identity

Findings the show that protection law No only depends on the existence of regulation, but also on effectiveness supervision, compliance organizers, and improvements digital literacy of society.

Analysis Discussion

Based on perspective law civil, relationship law between organizer Financial Technology (FinTech) and consumers is connection contractual birth from existence agreement electronic contract (electronic contract). Agreement the cause rights and obligations that bind the parties as arranged in Article 1320 and Article 1338 of the Civil Code (KUHPerdata). Validity something agreement electronic still must fulfil condition legitimacy agreement namely existence agreement of the parties, capacity, object certain, and lawful reasons. After condition the fulfilled, agreement valid as Constitution for the parties so that all rights and obligations must implemented with good faith good (Subekti, 2014; Marzuki, 2021).

In organization FinTech services, organizers obliged provide service in accordance with content agreement, keep security system electronics, protect confidentiality and security of personal data consumers, as well as give correct, clear, accurate and unbiased information misleading about product or services offered. Obligations the is implementation from principal transparency, accountability, fair treatment, and protection regulated consumers in Constitution Number 8 of 1999 concerning Protection Consumer as well as Regulation Financial Services Authority Number 22 of 2023 concerning Protection Consumers and Society in the Financial Services Sector. On the other hand, consumers also have obligation for provide correct data, comply Terms and Conditions services, as well as fulfil obligation payment in accordance with the agreement that has been agreed (OJK, 2023; Prayuti et al., 2025).

Connection contractual the contain consequence law that every violation to rights and obligations of the parties will cause not quite enough answer law. If FinTech organizers do not carry out his achievements as promised, for example fail provide service in accordance agreement, do processing of personal data without consent or wearing costs that are not informed previously, then organizer can assessed do default. On the other hand, if organizer do violation of law right consumers outside connection contractual, such as distribution of personal data in a way oppose law, intimidation in the billing process, or other conflicting actions with provision regulation legislation, then actions the can qualified as actions oppose law as arranged in Article 1365 of the Civil Code (Abidin & Kahpi, 2020; Suryoutomo et al., 2025).

In a way juridical, breach of contract and actions oppose law are two basic different lawsuits, though both of them You're welcome can cause obligation give change make a loss to injured party. Default rooted in not fulfilled achievements that have been promised, whereas actions oppose law arise Because existence violation of law the rights of others or contradictory with obligation law, morality, and propriety in society. In practice settlement FinTech disputes, determination base lawsuit becomes important Because will influence proof, form accountability, as well as type change losses that can occur requested by consumers (Kawiswara et al., 2025).

Besides protection based on Civil Code, FinTech consumers obtain protection through Constitution Number 8 of 1999 concerning Protection Consumers who provide right to consumer for get comfort, security, safety, correct information, and compensation or change make a loss if experience loss consequence use goods and/or services. Strengthening protection is also reflected in Constitution Number 27 of 2022 concerning Personal Data Protection which requires every personal data controller guard confidentiality, security, and use of data in accordance with agreement data owner. With Thus, FinTech organizers do not only responsible answer to

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fulfillment content contract, but also against protection right privacy consumer as part from right human rights guaranteed by regulations legislation.

Research result This show that in a way normative Indonesia has own framework sufficient regulation comprehensive in give protection to consumer FinTech services. Presence Constitution Protection Consumers, Law Personal Data Protection Act Number 4 of 2023 concerning Development and Strengthening of the Financial Sector, as well as POJK Number 22 of 2023 has given base more laws strong for protection consumers in the sector service digital finance. Although thus, various study shows that still there is gap between arrangement normative and implementation in the field, especially related the rise illegal FinTech organizers, misuse of personal data, weak transparency information and practice unpaid billing in accordance with provision law. Conditions the show that effectiveness protection law No only determined by the existence of regulation, but also by the effectiveness regulatory oversight, compliance organizers, and levels literacy community digital finance (Prayuti, 2024; Kurnianto et al., 2025).

Therefore that, is necessary synergy between government, Financial Services Authority, Bank Indonesia, FinTech organizers, and the public for strengthen system protection consumer through improvement supervision, enforcement law to organizer illegal, strengthening governance personal data protection, as well as education about rights and obligations of the parties in transaction electronics. With existence protection effective law, it is hoped created balance between development innovation technology finance and security law so that capable realize a safe, trusted, fair and providing FinTech ecosystem benefit for all over public.

CONCLUSION

Based on results research , can concluded that protection consumer in service Financial Technology (FinTech) from perspective law civil law in Indonesia has own runway adequate law through the Civil Code , Law Number 8 of 1999 concerning Protection Consumers , Law Number 27 of 2022 concerning Personal Data Protection Act Number 4 of 2023 concerning Development and Strengthening of the Financial Sector , as well as Regulation Financial Services Authority about protection consumers in the sector service finance . In perspective law civil, relationship between FinTech providers and consumers is connection contractual birth from agreement electronic so that cause rights and obligations that bind the parties. Therefore that, the organizer obliged carry out content agreement with good faith good, giving transparent information, maintaining security system electronics, as well as protect personal data consumers, whereas consumer obliged fulfil performance in accordance with the agreement that has been made.

Study this also shows that FinTech organizers can asked accountability in a way civil if do default and actions oppose laws that result in loss for Consumers. Consumer rights for get compensation, replacement loss and settlement dispute is form protection law that aims create balance position between perpetrator businesses and consumers in transaction electronics. However Thus, the effectiveness protection the Still face challenge in the form of the rise illegal FinTech organizers, misuse of personal data, lack of transparency contract electronics, as well as weakness literacy digital finance of society. Conditions the show that implementation protection consumer Still need strengthening through improvement regulatory oversight, enforcement consistent law, integration personal data protection, and improvement compliance organizer to principles protection consumers.

Study this give contribution to development knowledge law civil law, in particular about implementation principles law agreement in transaction digital finance. In addition, the results study expected become reference for former policies, Financial Services Authority, Fin Tech organizers, and public in realize system protection more consumers adaptive to development technology. With creation comprehensive regulations and effective implementation, innovation in the FinTech sector can develop in line with certainty law, protection rights consumers, and the realization of ecosystem service safe, fair and digital finance sustainable

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