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Legal Liability for Loss of E-Wallet User Balances in Indonesia

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Abstract: The development of e-wallets has facilitated public transactions, but it also creates legal issues when users lose balances or experience unauthorized transactions. This article analyzes the protection of e-wallet balances and the legal liability of service providers under Law Number 8 of 1999 on Consumer Protection and Bank Indonesia payment system regulations. This study applies normative juridical research with statutory and conceptual approaches. The findings show that e-wallet users are consumers entitled to security, accurate information, complaint handling, and compensation. E-wallet providers are business actors and payment service providers that must ensure system security, information transparency, data protection, and financial loss recovery mechanisms. If the balance loss is not caused by user fault or negligence, providers must conduct accountable investigations and restore the balance or provide equivalent compensation. Standard clauses transferring all risks to users are unacceptable when they eliminate provider liability.

Keyword: e-wallet, consumer protection, legal liability, electronic money, compensation.

INTRODUCTION

The phenomenon of digital payments shows that the use of cash is no longer the only way for society to meet transaction needs. The development of e-wallets has changed how people make payments for goods, services, transportation, mobile credit purchases, fund transfers, and transactions through the Quick Response Code Indonesian Standard (QRIS). This change is not merely technical; it also creates a shift in the legal relationship between users and service providers. In cash transactions, money remains under the physical control of consumers, whereas in e-wallet services, monetary value is stored in an electronic system managed by the service provider. Therefore, balance security, accuracy of transaction records, and the speed and clarity of complaint handling have become important elements of legal protection for consumers (Candrawati, 2014).

Problems arise when a user's balance is lost, reduced, or used through an unrecognized transaction. In such circumstances, users generally possess only preliminary evidence such as screenshots, transaction histories, top-up receipts, a chronology of events, and proof of communication with customer service. By contrast, service providers control more decisive technical data, such as transaction logs, authentication data, device history, IP addresses, security systems, fraud detection systems, and internal examination results. This imbalance in

the control of information and evidence shows that the loss of an e-wallet balance should not be viewed merely as a technical application problem. Such an incident concerns consumers' rights to security, comfort, accurate information, complaint handling, and compensation.

This problem is reflected in the case written by Merlin Dianti in *Media Konsumen* entitled "Aplikasi DANA Tidak Aman, Uang Hilang dan CS Tidak Membantu". In that case, the user claimed that her DANA balance decreased from approximately Rp600,000 to Rp17,405 after eight mobile credit purchase transactions of Rp75,000 each were made to unknown numbers, resulting in a total loss of Rp600,000. The user also stated that she had not provided a One-Time Password (OTP), password, or other authentication data to any other party, yet her complaint did not receive a clear resolution for several days (Dianti, 2022). This case is important because it shows that the loss of an e-wallet balance is not merely a technical disruption, but a legal issue related to the user's status as a consumer and the obligations of the service provider as both a business actor and a payment service provider.

In the context of consumer protection, e-wallet users are consumers because they use digital payment services provided by business actors. Consumer protection can be understood as the body of legal norms that guarantees consumers security, comfort, accurate information, the opportunity to submit complaints, and compensation when they suffer losses from the use of goods or services. Conceptual references on consumer protection can be found in the works of Kristiyanti and Zulham, which emphasize the importance of legal guarantees for consumer rights in the relationship between consumers and business actors (Kristiyanti, 2011; Zulham, 2013). Thus, the relationship between e-wallet users and service providers cannot be seen solely as a technical relationship between a user and an application, but rather as a legal relationship between a consumer and a service provider.

Previous studies have examined various aspects of consumer protection in electronic transactions and the use of digital wallets. Astuti and Wirasila explain that consumer losses in electronic transactions may arise from intent, dishonesty, human error, or electronic system failure. This finding is relevant to e-wallet services because transactions are conducted without face-to-face interaction and users depend heavily on systems managed by service providers (Astuti & Wirasila, 2018). Pakasi, Muaja, and Kermite show that digital wallets have become widely used payment instruments, but users still face risks of loss, data leakage, fraud, and legal uncertainty because the regulatory framework is spread across various rules (Pakasi et al., 2021). Meanwhile, Putra and Nugroho highlight that electronic wallet user agreements often do not adequately contain refund clauses, so protection for users who lose electronic money still needs to be strengthened (Putra & Nugroho, 2020).

In addition, Tektona, Susanti, and Nurhayati emphasize that service providers may be held liable for lost balances when the loss occurs within the provider's sphere of control (Tektona et al., 2020). Serfiyani also stresses the importance of legal protection and dispute resolution in financial technology-based payment system businesses (Serfiyani, 2019). Putri, Aoslavia, and Kurniati show that consumer protection policies in the use of virtual wallets need to be optimized because the risks of user losses are increasingly evident in digital transaction practices (Putri et al., 2021). Based on these studies, the responsibility of e-wallet providers can be understood not only as contractual, but also as an obligation attached to consumer protection and payment system operation.

E-wallets and electronic money must also be understood as objects of legal protection. An e-wallet is an electronic service used to store payment instrument data and/or hold funds for payment transactions. In practice, e-wallets allow users to store monetary value digitally and use it for various transactions. Electronic money in an e-wallet cannot be understood merely as numbers in an application because the value represents funds belonging to users that are managed within the service provider's system. Therefore, when a balance is lost, reduced, or used for an unrecognized transaction, the problem does not stop at an application disruption

but concerns the control of funds, payment system security, and the accountability of the provider. This concept is consistent with the regulation of electronic wallets and electronic money under Bank Indonesia regulations (Bank Indonesia Regulation No. 18/40/PBI/2016; Bank Indonesia Regulation No. 20/6/PBI/2018).

Although a number of studies have discussed consumer protection in electronic transactions, the use of digital wallets, and the liability of service providers for lost balances, there remains a research gap that requires further clarification. Existing studies have not fully connected Law Number 8 of 1999 on Consumer Protection, Bank Indonesia regulations on electronic money, regulations on payment service providers, and Bank Indonesia consumer protection regulations into a single analytical framework for the loss of e-wallet balances. In fact, the loss of an e-wallet balance lies at the intersection of consumer relations, contractual relations, and payment system operation. A synthesis of previous research shows that a conceptual foundation already exists, but it still needs to be more firmly integrated with the regimes of consumer protection and payment systems (Astuti & Wirasila, 2018; Candrawati, 2014; Pakasi et al., 2021; Putra & Nugroho, 2020; Tektona et al., 2020).

Based on this gap, this study positions the loss of an e-wallet balance as a consumer dispute that requires proportional proof, accountable investigation, and real recovery of losses. In such a position, users only need to provide preliminary evidence in the form of a chronology, screenshots, transaction history, and proof of complaint. After that, the service provider must explain, based on technical data, whether the transaction was properly authorized, whether the system operated normally, whether there were indications of a security failure, and whether the loss fell within the provider's sphere of control. The legal responsibility of e-wallet service providers includes preventive responsibility, repressive responsibility, evidentiary responsibility, and responsibility for loss recovery. This classification is consistent with studies on the responsibility of digital payment service providers and legal protection in financial technology-based payment system businesses (Tektona et al., 2020; Serfiyani, 2019).

Accordingly, this study is directed at answering two main issues. First, how the law regulates the responsibility for the security of e-wallet users in Indonesia under Law Number 8 of 1999 on Consumer Protection and Bank Indonesia payment system regulations. Second, what forms of legal liability apply to e-wallet service providers for the loss of user balances when the loss is not caused by the user's fault or negligence. The main argument tested in this study is that e-wallet service providers cannot immediately shift all risks of balance loss to users merely because a transaction is recorded through the user's account. If the user has provided preliminary evidence and is not proven negligent in protecting the device, PIN, password, or OTP, the service provider must prove the validity of the transaction and provide proportional recovery when the loss falls within the provider's system control.

METHOD

The selection of the case in this study is based on its relevance to the issue of lost e-wallet balances in Indonesia. The case used as a reference is a DANA user complaint published on the Media Konsumen website under the title "Aplikasi DANA Tidak Aman, Uang Hilang dan CS Tidak Membantu". Media Konsumen was selected because it presents consumer experiences openly and chronologically and can be used as a factual illustration to examine legal issues that arise in practice. The focus of this study is directed at the loss of e-wallet balances, transactions not acknowledged by users, customer service responses, and the possible liability of service providers. The unit of analysis in this study is not the individual behavior of the user or DANA's internal policy in an empirical sense, but rather the legal norms governing the relationship between e-wallet users as consumers and service providers as business actors. Thus, the case is used as a concrete example to test the relevance of the Consumer Protection Law to losses suffered by e-wallet users (Dianti, 2022).

This study uses normative juridical legal research. Normative legal research aims to examine legal norms, legal principles, legal concepts, and legal materials related to the legal issue under study (Soekanto & Mamudji, 2001). This research does not aim to statistically measure the number of e-wallet balance loss cases, but rather to examine the legal norms governing consumer rights, business actors' obligations, service providers' responsibilities, complaint mechanisms, and compensation. In legal research, the normative approach is used to examine law as norms written in legislation and legal doctrine (Muhammad, 2004). Therefore, this method is relevant because the object of this study is the legal liability of e-wallet service providers for the loss of user balances.

The approaches used in this study are the statutory approach and the conceptual approach. The statutory approach is carried out by examining legal regulations related to the issue under study, while the conceptual approach is used to understand legal concepts that develop in doctrine and legal literature (Marzuki, 2005). The statutory approach is used to examine Law Number 8 of 1999 on Consumer Protection, Bank Indonesia regulations on electronic wallets, electronic money, payment service providers, and consumer protection. Meanwhile, the conceptual approach is used to explain the concepts of consumer protection, the legal relationship between users and service providers, legal liability, standard clauses, evidence, and loss recovery. The use of these approaches is consistent with the character of normative legal research, which emphasizes analysis of relevant legal norms and legal concepts (Marzuki, 2010).

The data sources in this study consist of secondary data comprising primary legal materials, secondary legal materials, and tertiary legal materials. Primary legal materials are legal materials with binding force, such as legislation and regulations related to the object of research (Soekanto & Mamudji, 2001). The primary legal materials in this study include Law Number 8 of 1999 on Consumer Protection, Bank Indonesia Regulation Number 18/40/PBI/2016 on the Implementation of Payment Transaction Processing, Bank Indonesia Regulation Number 20/6/PBI/2018 on Electronic Money, Bank Indonesia Regulation Number 23/6/PBI/2021 on Payment Service Providers, and Bank Indonesia Regulation Number 3 of 2023 on Bank Indonesia Consumer Protection. Secondary legal materials include books, scholarly journals, research findings, legal articles, and consumer writings in *Media Konsumen* that are relevant to the loss of e-wallet balances. Tertiary legal materials are used insofar as they help explain technical terms in the study.

The data collection techniques used are library research and document tracing. Library research was conducted by collecting and examining legislation, legal books, scholarly journals, research findings, and other documents discussing consumer protection, electronic money, digital wallets, payment systems, and the legal liability of service providers. Library research is the main technique in normative legal research because the materials examined are primarily written legal materials (Soekanto & Mamudji, 2001). Document tracing was carried out on the case published in *Media Konsumen* to obtain a factual picture of the form of loss suffered by the user, the chronology of the balance loss, the preliminary evidence possessed by the user, and the response of the service provider. The data obtained were then selected based on their relevance to the two research focuses, namely the legal regulation of responsibility for e-wallet user security and the forms of legal liability of e-wallet service providers for the loss of user balances.

The analytical technique used is qualitative normative analysis. Qualitative analysis in legal research is conducted by interpreting legal materials, connecting relevant norms, and constructing legal arguments systematically (Muhammad, 2004). In this study, the analysis was carried out by interpreting relevant legal provisions, linking general norms in the Consumer Protection Law with specific norms in payment system regulations, and then drawing deductive conclusions regarding the responsibility of e-wallet service providers. Deductive analysis was

used by drawing conclusions from general legal norms and applying them to the concrete issue of lost e-wallet balances. The analysis also placed the DANA case in *Media Konsumen* as an illustration to assess whether the loss of balance can be qualified as consumer loss, whether the service provider is obliged to conduct an investigation, and whether the user is entitled to loss recovery when not proven negligent. Through this technique, the study does not stop at describing regulations, but examines the relationship between norms, concepts, and concrete events.

RESULTS AND DISCUSSION

Research Findings

Legal regulation of responsibility for the security of e-wallet users

The findings show that the legal regulation of responsibility for the security of e-wallet users does not stand within a single legal regime. Law Number 8 of 1999 on Consumer Protection serves as the main basis because e-wallet users are consumers who use digital payment services for transaction purposes. In this position, users have rights to comfort, security, safety, accurate information, and the right to have their complaints heard. These rights become the basis for assessing whether e-wallet services have been provided safely and responsibly. At the same time, e-wallet service providers are business actors because they provide services, manage systems, determine terms of use, and obtain economic benefits from services used by the public (Law No. 8 of 1999 on Consumer Protection).

This finding shows that the security of user balances is part of the object of consumer protection. E-wallet balances cannot be viewed as merely administrative numbers in an application, but as users' economic value stored in the electronic system of the service provider. When a balance is lost, reduced, or used in an unrecognized transaction, the incident concerns consumers' rights to security and information. Therefore, service providers must explain the basis of transactions, authentication mechanisms, and examination results when users submit complaints. In this context, the obligations of business actors to act in good faith, provide accurate information, treat consumers honestly, and provide compensation are relevant for assessing the responsibility of e-wallet service providers (Law No. 8 of 1999 on Consumer Protection).

The findings also show that the Consumer Protection Law must be read together with Bank Indonesia payment system regulations. Bank Indonesia regulations on electronic wallets, electronic money, payment service providers, and Bank Indonesia consumer protection place providers as parties obliged to maintain system security, manage risks, provide complaint mechanisms, and restore financial losses under certain circumstances (Bank Indonesia Regulation No. 18/40/PBI/2016; Bank Indonesia Regulation No. 20/6/PBI/2018; Bank Indonesia Regulation No. 23/6/PBI/2021; Bank Indonesia Regulation No. 3 of 2023). Thus, the Consumer Protection Law provides the general basis for rights and obligations, while Bank Indonesia regulations provide sectoral standards for payment service providers. This integrated reading is important because the loss of an e-wallet balance lies at the intersection of consumer relations, contractual relations, and payment system operation.

The DANA complaint published in *Media Konsumen* serves as an illustrative example of a consumer dispute involving alleged unauthorized e-wallet transactions and balance losses. The case is not treated as verified evidence of legal wrongdoing or provider liability. Rather, it is used to demonstrate how the existing regulatory framework concerning consumer protection, complaint handling, evidentiary responsibilities, and compensation mechanisms may be applied when similar disputes arise in practice. Therefore, the legal conclusions of this study are derived from statutory interpretation and doctrinal analysis rather than from factual verification of the complaint itself. In the article, the user stated that her DANA balance decreased from approximately Rp600,000 to Rp17,405 after eight mobile credit purchase

transactions of Rp75,000 each were made to unknown numbers, resulting in a total loss of Rp600,000. The user also stated that she had not provided an OTP, password, or authentication data to any other party, yet her complaint did not receive a clear resolution for several days (Dianti, 2022). This fact shows that the loss of an e-wallet balance is not merely a technical application problem, but a legal event that may give rise to the service provider's obligation to examine, explain, and recover the loss when the user is not proven negligent.

Forms of legal liability of e-wallet service providers for the loss of user balances

The findings on the second issue show that the legal liability of e-wallet service providers may arise from their position as business actors and payment service providers. As business actors, service providers are responsible for consumer losses arising from the use of the services they offer. Article 19 of the Consumer Protection Law is an important basis because it regulates the obligation of business actors to provide compensation for consumer losses. In the context of e-wallets, such losses may include lost balances, balances reduced without user consent, unrecognized transactions, or failure to restore funds after a complaint has been submitted (Law No. 8 of 1999 on Consumer Protection).

The responsibility of e-wallet service providers takes preventive and repressive forms. Preventive responsibility includes the obligation to build a secure system, implement transaction authentication, protect personal data, provide transaction notifications, detect suspicious transactions, and provide information that is easy for users to understand. Preventive responsibility is important because users do not control the technical infrastructure that determines transaction security. Users only operate the application, while service providers control the system, transaction logs, account security, and risk mitigation policies. Previous research has found that digital service providers may be held liable when losses occur within the provider's sphere of control (Tektona et al., 2020).

Repressive responsibility arises after a loss occurs. Its forms include receiving complaints, issuing report numbers, examining chronologies, verifying transaction histories, checking the devices or accounts used, presenting investigation results, restoring account access, refunding balances, or providing compensation. In the DANA case, the user stated that the transactions occurred sequentially and within close time intervals, while she did not feel that she had carried out those transactions. This situation requires a technical investigation by the service provider, not merely a customer service response stating that the transactions were successful. The service provider must explain whether the transactions were actually authorized, how the transactions were validated, and whether there were indications of system failure.

The findings also show that standard clauses cannot be used to absolutely eliminate the responsibility of service providers. Article 18 of the Consumer Protection Law prohibits clauses that transfer the liability of business actors. Therefore, terms of use stating that all transactions conducted through an account are the user's responsibility must be assessed carefully. Such clauses may apply if the user is proven negligent, for example by providing an OTP, sharing a PIN, or handing over an account to another party. However, such clauses cannot be used as a basis for rejecting complaints without examination. Service providers must still prove that the transaction was valid and that the loss was not caused by a failure within their sphere of control (Law No. 8 of 1999 on Consumer Protection).

Complaint mechanisms, proof, and loss recovery

The findings show that the complaint mechanism is an important part of the legal responsibility of e-wallet service providers. Complaints cannot be viewed as ordinary administrative services because, in cases of balance loss, complaints serve as the entry point for recovering consumer rights. Injured users generally possess only preliminary evidence in

the form of balance screenshots, transaction histories, top-up receipts, chronologies, and proof of communication with customer service. By contrast, service providers control more decisive technical evidence, such as transaction logs, authentication data, device history, IP addresses, login records, and suspicious transaction detection systems. This imbalance in the control of evidence is the reason proportional proof is required.

Proportional proof means that users should not be burdened with proving all technical aspects of transactions that are beyond their control. Users only need to show preliminary evidence and a chronology of the loss. After that, service providers must explain, based on technical data, whether the transaction was actually conducted by the user, whether the system operated normally, whether there was a change of device, whether an OTP or PIN was used, and whether there were indications of anomalies. If the service provider claims that the loss occurred due to user negligence, that statement must be based on accountable data. This approach is consistent with the weaker position of consumers in electronic transactions because consumers depend on information and systems managed by business actors (Astuti & Wirasila, 2018).

Loss recovery is another important finding. If a balance loss occurs, the provider's liability should be assessed based on the specific facts, applicable legal standards, and the results of an accountable investigation. Compensation may be required when the loss results from system failures, inadequate security measures, operational negligence, or other causes within the provider's sphere of control. However, liability may be reduced, shared, or excluded in situations involving proven user negligence, sophisticated third-party cyberattacks, force majeure events, or unresolved causation. Accordingly, the obligation to restore balances should not be understood as an absolute liability regime but as a legal responsibility determined through a proportional assessment of fault, risk allocation, and causation. Recovery should not be understood as the generosity of the service provider, but as a legal consequence of the relationship between consumers and business actors. In addition to refunding the balance, the provider also needs to correct transaction records, restore account access, close security gaps, and provide written explanations of examination results. If a complaint is rejected, the rejection must be accompanied by clear reasons and information on dispute resolution options available to consumers, whether through internal settlement, regulators, the Consumer Dispute Settlement Agency, mediation, arbitration, or the courts.

Thus, the findings answer the two issues raised in this study. First, the legal regulation of responsibility for the security of e-wallet users under the Consumer Protection Law provides protection through consumers' rights to security, information, complaints, and compensation. Second, the legal liability of service providers for lost balances includes preventive responsibility, repressive responsibility, evidentiary responsibility, and responsibility for loss recovery. The DANA case in Media Konsumen shows that without accountable investigation and an effective complaint mechanism, users are in a weak position because they do not control technical evidence. Therefore, the responsibility of service providers must be assessed based on legal obligations, not merely on application terms and conditions (Dianti, 2022).

Discussion

E-wallets as consumer disputes

The facts in the findings show that the loss of an e-wallet balance occurs within the relationship between users as consumers and service providers as business actors. In the DANA case, the user claimed to have lost her balance through eight mobile credit purchase transactions that she did not recognize, while also stating that she had not provided an OTP, password, or authentication data to any other party (Dianti, 2022). This description shows economic loss, information asymmetry, and the need for technical explanation from the service provider. It also shows that the loss of a balance should not be treated merely as a technical complaint about

an application. A legal relationship exists because the user uses digital payment services, while the service provider manages the system and the user's balance.

Proof of lost balances in e-wallet disputes must be proportional. This means that settlement standards should not rely only on customer service standards, but must use consumer protection standards. When a balance is lost, the rights to security, information, to have complaints heard, and to compensation become active. Service providers cannot simply answer that a transaction was successful. They must explain how the transaction occurred, the basis of its validation, and whether there was a system failure. If the incident is regarded only as a technical problem, users will remain in a weak position because they do not control transaction data. Conversely, if it is viewed as a consumer dispute, the service provider must act accountably and provide recovery when the loss was not caused by the user (Candrawati, 2014).

The first argument test shows that the initial assumption of this study applies. The argument tested is that e-wallet service providers cannot immediately shift all risks of balance loss to users. The facts of the DANA case support this argument because the user submitted preliminary evidence in the form of a chronology, transaction history, and complaint, while the main technical data remained under the control of the service provider. In such circumstances, it would be unfair to require users to prove the entire authentication process that lies outside their control. The Consumer Protection Law positions business actors as parties obliged to act in good faith, provide accurate information, and compensate consumers who suffer losses. Therefore, the assumption that all transactions recorded through an account are always the user's responsibility cannot apply absolutely. That assumption can only apply if the service provider proves user fault or negligence.

Proportional proof in e-wallet transactions

The facts in the findings show that in balance loss disputes, the control of evidence between users and service providers is unequal. Users can only present preliminary evidence, such as screenshots, transaction histories, complaint records, and a chronology of events. By contrast, service providers control transaction logs, device data, IP addresses, login histories, authentication data, and system examination results. In the DANA case, the user stated that she had explained the chronology and attached evidence, but customer service still asked again about matters that had already been submitted. This fact shows that complaints will not be effective if providers do not use the technical data under their control.

Proof of lost balances in e-wallet disputes must be proportional. Proportional proof does not mean relieving users of the obligation to protect their accounts, PINs, passwords, OTPs, and devices. However, proportional proof also must not force users to prove technical matters that only service providers can access. Users only need to provide preliminary evidence and a reasonable chronology. After that, providers must explain whether the transaction was made from the usual device, whether there was a change in transaction pattern, whether authentication was successful, and whether the system detected an anomaly. In other words, the burden of proof should not be understood formally, but must follow who controls the evidence. This approach is important so that technology does not become a closed space that weakens the consumer's position.

The second argument test shows that the research assumption regarding the need for proportional proof applies. The argument tested is that service providers must prove the validity of transactions when users have submitted preliminary evidence and are not proven negligent. The facts of the DANA case support this argument because the disputed transactions occurred repeatedly within close time intervals and were directed to unknown numbers. This situation requires more than administrative verification. If service providers do not explain the technical basis for transaction validation, the rejection of a complaint becomes unaccountable. Therefore,

the assumption that an application's transaction history is always sufficient to prove the validity of a transaction cannot be accepted. Transaction history only shows that the system recorded a transaction, but it does not prove that the transaction was lawfully conducted by the user.

Loss recovery and the limits of standard clauses of service providers

The facts in the findings show that the Consumer Protection Law regulates the obligation of business actors to provide compensation for consumer losses arising from the use of services. In e-wallet services, such losses may take the form of a balance that is lost or used through an unrecognized transaction. Another fact shows that service providers often base their relationship with users on application terms and conditions. However, standard clauses cannot be used to transfer all risks to users if those clauses eliminate the liability of business actors. In the DANA case, the main issue was not only the loss of balance, but also the lack of clear recovery after the user submitted a complaint.

Compensation must be understood as legal recovery, not the generosity of the service provider. If a balance is lost not because of user fault or negligence, refunding the balance is a form of responsibility that should be carried out. Recovery also does not stop at returning money. Service providers need to correct transaction records, restore account access, explain examination results, and close security gaps so that similar incidents do not recur. The important meaning is that legal responsibility must restore the consumer's position as closely as possible to the condition before the loss occurred. Without real recovery, consumer rights remain merely written norms. In addition, standard clauses that impose all risks on users must be tested against the prohibition on transferring the liability of business actors (Putra & Nugroho, 2020; Law No. 8 of 1999 on Consumer Protection).

The assessment of liability in e-wallet disputes should distinguish between different legal approaches. Under a fault-based liability framework, providers may be responsible when losses arise from negligence in maintaining system security, transaction monitoring, or complaint handling. A risk-based approach may also be relevant because providers exercise substantial control over the technical infrastructure and security systems used in digital payment services. Nevertheless, liability should not automatically become absolute. Cases involving sophisticated cyberattacks, identity theft, force majeure circumstances, or shared negligence require a careful examination of causation and the allocation of responsibility between providers and users. Therefore, legal responsibility should be determined through a case-by-case assessment rather than through a presumption of automatic liability on either side.

The third argument test shows that the research assumption regarding the limits of standard clauses and the obligation to recover losses applies. The argument tested is that service providers must be liable when a balance loss occurs due to system failure, security weaknesses, or other causes within their sphere of control. The legal fact shows that the Consumer Protection Law does not justify the unilateral transfer of business actor liability. The facts of the DANA case also show that users who do not receive explanations and recovery are in a very weak position. Therefore, application terms and conditions must not become a tool to close complaints without examination. Standard clauses may be used to regulate user obligations, but they cannot eliminate the provider's obligation to investigate, provide accurate information, and restore losses when users are not proven negligent.

CONCLUSION

The most important finding of this study is that the loss of an e-wallet balance cannot be viewed merely as a technical application issue or a customer service complaint, but must be understood as a legal event within a consumer protection relationship. Without this study, the relationship between balance loss, inequality in the control of evidence, and the responsibility of service providers would not be visible in an integrated manner. The DANA balance loss

case shows that users are in a weak position because they only have preliminary evidence in the form of screenshots, transaction histories, and chronologies, while technical evidence is held by the service provider. Therefore, e-wallet providers cannot immediately shift all risks to users. If users are not proven negligent in protecting their PINs, passwords, OTPs, or devices, service providers must conduct accountable investigations and provide loss recovery. This finding emphasizes that e-wallet balances are consumers' economic value that must be protected through mechanisms of security, complaints, proof, and compensation.

The theory of consumer protection, the concept of legal liability, and the normative juridical method used in this study are able to answer the issues raised. Consumer protection theory helps explain the position of e-wallet users as consumers who have rights to security, accurate information, complaints, and compensation. The concept of legal liability helps place service providers as business actors who are not only obliged to provide applications, but also to maintain system security and recover losses when their services cause harm to users. The normative juridical method is also appropriate because this study focuses on interpreting norms in Law Number 8 of 1999 on Consumer Protection and their relationship with payment system regulations. Through statutory and conceptual approaches, this study is able to answer the two main issues, namely the legal regulation of responsibility for the security of e-wallet users and the form of service providers' responsibility for the loss of user balances.

The limitation of this study lies in its normative nature, meaning that it has not empirically examined how e-wallet service providers handle complaints about lost balances in practice. This study uses the DANA case published in *Media Konsumen* as a factual example, but it has not conducted interviews with users, service providers, regulators, or consumer dispute resolution institutions. This study also has not directly compared the terms and conditions of several e-wallet providers to determine whether there are standard clauses that potentially shift liability to users. Therefore, future research is recommended to use an empirical or socio-legal approach by examining the experiences of users who lost balances, complaint resolution times, the basis for rejecting or accepting claims, and the effectiveness of regulatory supervision. Future studies may also compare several e-wallet services to obtain clearer benchmarks regarding security standards, transparency of investigations, and appropriate compensation mechanisms for consumers.

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