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## Legal Analysis of Bank Accounts With Children's Names As Customers

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**Abstract:** This research, entitled Legal Analysis of Bank Accounts with Children's Names as Customers, was carried out at several Jayapura City Bank branches. The methods used in this research are normative juridical and empirical juridical. The problem of this research is how children as customers can be said to be competent according to the legal rules of agreements related to opening bank savings accounts; Then, is it worth continuing to open an account with a child as a customer as an offer that is in accordance with the subjective requirements of the depositor? So this needs to be researched because there are still banking products that offer savings to child customers. It is hoped that this research can provide input to banks regarding their savings product offerings and knowledge for the people of Jayapura City. There is no uniformity in Indonesian law, the age limit for adult children is determined by the child's actions. One way to protect parties (child customers) who are not yet able to realize their actions and the extent of the legal consequences of their actions is to limit their ability to act.

**Keyword:** Banking; Customer; Child.

### INTRODUCTION

Banking financial institutions are the lifeblood of the Indonesian economy because this is where financial transaction traffic occurs to meet the people's rapidly growing economic needs. In running a banking business, parties are needed who are connected to each other, including the community (customers). Customers have an important role in the banking world because they are one of the main sources of funds. Banks themselves are business entities that collect funds from the public in the form of savings and channel them back in the form of credit or other forms. From this definition itself, it can be seen that the public or customers are the most important part in the running of the banking business.

Banks are service industry companies because they produce and offer financial services or services. Thus, it can be seen that by operating in the industrial sector (carrying out business activities) and making profit the main motive, banks have the capacity to act as business actors.

Based on article 6 letter a jo. article 13 letter a Law no. 7 of 1992 as amended by Law no. 10 of 1998 concerning Banking (hereinafter referred to as the Banking Law) in order to carry out its role as an agent of *development*, both Commercial Banks and Rural Banks carrying out one of its main business activities, namely collecting funds from the community. The activity of collecting public funds is carried out by offering savings management services. Marketing for banks is very important in introducing and selling funds collection and credit distribution facilities. (Hasibuan & Banking, 2009) As for various things savings management includes, among other things, time deposits, savings, and/or other equivalent forms. So in this research the author will focus on the discussion relating to the management of savings in the form of savings.

According to Simorangkir, it is better to keep money in the bank than at home. This recommendation is based on considerations because saving money in the bank is felt to be safer than at home. Money owners are not afraid of their money being stolen or destroyed by fire. (Simorangkir, 1988) Even though using deposit management services at a bank feels safe and comfortable to save and even invest funds, the risk of loss and deviation from customer rights suddenly becomes completely zero.

When someone chooses which product to use to save their money in the bank, the first thing they must do is start by opening an account at the bank they have chosen. Saving activities involve setting aside some of the money or income you have to save with the aim of managing that money. So that the benefits of saving can be obtained when we carry out this saving activity regularly and diligently. This aims to help save money and also form characteristics not to waste money that can be implemented from an early age. Then the person who opens a savings account, also known as saving (according to the law, this activity is said to be a saving customer), places the funds in the bank with an agreement between the bank and the customer ( Article 1 number 17 of Law Number 10 of 1998 concerning Amendments to the Law Law Number 7 of 1992 *Law on Banking* ) The activity of saving funds in the form of savings is initiated by the customer by first filling in the form provided by the bank. This form contains individual customer data required by the bank. Apart from that, generally the back of the form is accompanied by terms and conditions that are made by the bank unilaterally and must be fulfilled by the customer. In Mariam Darus Badrulzaman's book, legal experts say that this form is a standard *contract*. (Badrulzaman, 1991) It is an agreement between consumers and entrepreneurs whose agreement has been standardized or formulated unilaterally, and whether consumers like it or not are obliged to fulfill the conditions contained in the agreement. This shows the existence of a legal relationship between business actors and consumers. Consumers of financial services are people, both individuals and legal entities, who as customers collect funds and/or enjoy financial services at banks. This is regulated first of all in Article 1 number 15 of Law Number 21 of 2011 concerning the Financial Services Authority (hereinafter referred to as the OJK Law).

The legal relationship between the customer and the bank (banking business providing savings services) generally occurs through an agreement, either due to an agreement or law. (Nasution, 2002). In the legal relationship between banks as business actors and customers as consumers Of course, the rights and obligations for each of them have been determined. The bank and the customer form an agreement regarding the rights and obligations in carrying out transactions with the help of contractual legal institutions. One form of bond between a bank and a customer that requires a legal institution in the form of an agreement is a deposit management transaction.

When making an agreement, the Civil Code (hereinafter referred to as the Civil Code) provides several conditions. One of the conditions is related to subjective requirements. It is called a subjective requirement because basically the requirement is related to the subject (parties) in an agreement. The subjective requirement referred to in this

article concerns the second point of article 1320 of the Civil Code, namely that the parties to an agreement must legally be competent. This means being competent to act or carry out legal actions yourself. A person's capacity to act within the law or to carry out legal acts is determined by whether the person is said to be an adult according to the law. Regarding maturity, we can find the regulation in Article 330 of the Civil Code which states that immature people are " *Those who have not reached the age of twenty-one years and have not previously been married* ", meaning that those who are 21 years old are married; including those who have married before the age of 21 years are basically competent to act. (Satrio, 1992)

What is contradictory is that we can see in the practice of agreements to open savings or deposit accounts at several banks, someone who is 17 years old can make their own agreement with the bank without having to be represented by a parent or guardian. Banks in Indonesia generally categorize individual customers to open accounts into two, namely the first category of adult individuals, and the second category of represented immature individuals.<sup>1</sup>

Taking into account the above, it can be said that the categories of adult individuals and immature individuals represented in the activity of opening savings or deposit accounts at banks are categorized based on the age of the individual customer and the presence or absence of an ID card. In fact, in account opening activities, KTP is one of the important requirements that is fulfilled by individual customers when filling out the form as proof of identity. Regarding this matter, it can be seen in Bank Indonesia Regulation Number 3/10/PBI/2001 concerning the Implementation of Know Your Customer Principles (hereinafter abbreviated in this writing to PBI Concerning Know Your Customer Principles) Article 4 paragraph 2 confirms that prospective customers must be able to prove their identity by their presence. supporting documents such as customer identity documents. PBI Concerning Know Your Customer Principles Article 5 letter a number 1 in the explanation section, states that what is meant by identity documents includes Resident Identity Cards (KTP), Driving Licenses (SIM) and Passports which contain information regarding the prospective customer's permanent residence address. This is in line with the rules in Article 21 of Financial Services Authority Regulation no. 12/POJK.01.2017 (hereinafter in this writing abbreviated to POJK Number 12/POJK.01.2017), that the supporting documents are from the explanation of Article 21 POJK No. 12/POJK.01.2017, namely KTP. This KTP is regulated in Law Number 24 of 2013 concerning Population Administration (hereinafter abbreviated to the Population Administration Law) Article 63 of that Law.

It is a problem that considering that opening an account is included in the agreement, there is no clear consistent regulation regarding the category of adult individuals in the law, which currently banking regulations only require that individual customers when opening an account must have an ID card. It seems inconsistent with the subjective requirements in making an agreement regulated by the Civil Code previously mentioned above. Even in Law no. 2 of 2014 Regarding Amendments to Law Number 30 of 2004 concerning the Position of Notaries (hereinafter referred to as the Law on the Position of Notaries), namely Article 39 paragraph (1) states that both the presenter and the witness in making a notarial deed are at least 18 years old and are capable of carrying out legal acts . Then it can be interpreted as someone who is capable of carrying out legal actions at least 18 years old.

So from the description above, several issues that need to be considered are how children as customers can be said to be competent according to the legal rules of agreements related to opening bank savings accounts; Then, is it worth continuing to open an account with a child as a customer as an offer that is in accordance with the subjective requirements

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<sup>1</sup> Customer Category, <https://www.bca.co.id/id/Individu/Produk/Simpanan/TabunganKu> TabunganKu (accessed on 30 March 2023)

of the depositor? So it is because of this that the researcher chose the title Legal Analysis of Bank Accounts with Children's Names as Customers.

## **METHOD**

In this study using empirical juridical research. Empirical legal research methods or what is often. The location of the research in this writing was carried out in Jayapura City, by taking samples from several bank products related to the research topic.

Method used in this research is normative juridical, (Soekanto, 2007) , namely case studies and literature as well as legislative approaches related to the research topic. Which is supported by empirical research (empirical legal research) which is a legal research method that uses empirical facts taken from human behavior, both verbal behavior obtained from interviews and real behavior carried out through direct observation ( *field research* ). Empirical legal research is useful for knowing how the law is implemented, including law enforcement . (Susanti et al., 2022)

Process used by the author is descriptive Analysis begins by grouping the same data and information, then providing interpretation in giving meaning to each aspect that is related to each other. (Bahder Johan Nasution, 2008) While researching and reviewing secondary legal materials obtained from official documents, books related to the object of research and statutory regulations. Then it is supported with primary material in the form of facts in the field regarding opening an account with children as customers. Next, a conclusion will be given which is the final data related to this research.

The data sources used in this research are primary data and secondary data. Primary data is data obtained from the customer service department as a resource who offers savings/child savings products. This aims to obtain clarity on whether the products provided to child customers are appropriate and in accordance with positive legal rules, especially regarding the fulfillment of subjective requirements, so that negative impacts from the provision of these services can be avoided. Apart from these primary sources, secondary data is obtained from literature studies regarding norms, principles and legal regulations related to the subject of child law and banking financial institutions.

Data was obtained using three data collection techniques, namely interviews, observations, and documentation studies. Interviews were conducted with bank employees who handle deposit opening services for child customers. The data collected was then analyzed qualitatively and then linked with library data. The results of the analysis are then presented descriptively and arranged in a conclusion to answer the problem. The aim is that the answers obtained are comprehensive and in accordance with the regulations applicable to the issues raised.

## **RESULTS AND DISCUSSION**

### **Children's Skills as Customers in Opening Bank Accounts**

Agreements made by people or parties who do not meet the age limit of the parties or one of the parties who will make the agreement can be cancelled. Therefore, the age limit for someone to be able to make an agreement is very important. Based on Article 330 of the Civil Code, the adult age limit set by the Civil Code can only be implemented by the parties entering into the agreement. For example, establishing a limited liability company; buying and selling land or fixed assets; provide collateral for land plots to banks; open a savings or checking account; depositing money in the bank is a number of legal acts related to agreements and should be subject to the legal principles of agreements.

In terms of the relationship between the ability to act and maturity, although there is no provision that states explicitly, that the ability to take legal action in civil law is related to the element of maturity and this is also indirectly related to the element of age. However, from the provisions in the Civil Code, including Article 307 in conjunction with Article 308,

Article 383 of the Civil Code, as well as Article 47 and Article 50 of Law no. 1 of 1974 concerning Marriage (UUP) in conjunction with article 7 of Law no. 16 of 2019, Article 1330 and Article 1446 of the Civil Code, it can be said that those who can legally take legal action and bear the legal consequences are those who are adults.

A person's ability to carry out legal actions requires maturity which is therefore influenced by age. Regarding a person's capacity to carry out legal acts, in Article 330 of the Civil Code, adults are defined as those who:<sup>2</sup>

1. have reached the age of 21 years or more;
2. those who are married, even if they are not yet 21 years old.

By considering the relationship between maturity and the ability to act in law, it can be concluded that according to the Civil Code, the people mentioned above are people who are 21 years old or more and those who have married before reaching that age are people who are able to realize the legal consequences of his actions and is therefore competent to act legally.

Even though Article 330 of the Civil Code links maturity with a certain age and in the Civil Code the principle applies that those who are competent to take legal action are those who are adults, but in this case this does not mean that legislators are not allowed to make exceptions. exceptions and even though we do see these exceptions.

In line with the new UUP, the Compilation of Islamic Law (KHI) states that men who wish to marry must be at least 19 years old and women 16 years old. Of course, this rule can be circumvented by asking for dispensation from the court or an official appointed by the parents of both the man and the woman. It must be understood that the age limit for adulthood is not 19 years or 16 years. Article 98 KHI states that the age limit for children who are able to stand alone or be adults is 21 years, provided that the child is not physically or mentally disabled or has never been married.

In addition, the law stipulates that children who are minors and not under parental authority are under guardianship.<sup>3</sup> Apart from this provision, the legislators convey a moral message that an immature child needs guidance in all his behavior so as not to damage himself or other people who interact with him.

In general, regarding legal actions through agreements, based on the provisions of Article 1320 of the Civil Code, there are four conditions that must be fulfilled for an agreement to be valid, including: "They agree to bind themselves; Capable of making an agreement; A certain thing; and a lawful cause." The conditions for the validity of an agreement in contract law are divided into subjective conditions and objective conditions. Subjective requirements are intended for the people or subjects entering into an agreement, while objective requirements are intended for the agreement itself or the object of the legal action being carried out. The terms of agreement and competence are subjective terms in which if one or both of these two terms are not fulfilled then the agreement can be canceled, meaning that the agreement is only considered void after a request for cancellation is made by a party. Conditions regarding a certain matter and a halal cause are objective conditions, if one or both of which are not fulfilled, then the agreement is deemed to be null and void, or from the beginning it is considered that the agreement never occurred.

The discussion in this section is about "Capabilities/Aptitudes" which is the second subjective requirement. Everyone has the capacity to enter into an agreement, unless the law determines that they are unfit. People who are minors or who are under amnesty (Article 1329 to Article 1331 of the Civil Code) are deemed incapable of making an agreement.

Facts and laws in the banking sector are not in line because a child's age does not allow someone to save independently. The theory of the social meaning of law functions in this realm. A new theme in the socio-legal study model that combines sociology and legal

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<sup>2</sup>article 330 of the Civil Code

<sup>3</sup> *Ibid* , paragraph (2)

anthropology is the social meaning of law. (Benda-Beckmann, 1983) . So this model can enrich legal research methodology and determine whether the law is actually used or not by society.

According to Indonesian positive law, minors can reach maturity before reaching the age of majority determined by law, which is called maturity. This kind of maturation is only considered an adult when he acts and behaves as he is told, and should not deny that he is not an adult. then for other things he remains in an immature position.

Legal subjects who are incompetent or *onbekwaam* who enter into an agreement may experience losses because the legal consequences of the actions they carry out when they are not yet competent to act are not yet widely known. On the other hand, an agreement made by a person who is incompetent to act will be evidence for the party opposing the promise to demand fulfillment of the performance without considering how the opponent of the promise who is incompetent to act suffers losses. In this event, legal protection is only limited to people who are able to act, but does not protect people who are unable to act as opposed to their promises. As a result, the law limits the efforts of people who are unable to act to carry out legal actions. These restrictions are carried out by law makers through representatives of parents or incapacitated people. The prohibition on entering into agreements independently or directly as a party to the promise as well as the establishment of institutions of parental authority and guardianship are consequences of legal protection for people who are not competent to carry out legal acts. This is in line with Article 28D paragraph (1) of the 1945 Constitution and in Article 3 paragraph (2) of Law No. 39 of 1999 concerning Human Rights, provisions are found which state that every person has the right to recognition, guarantees, protection and fair legal treatment. and receive legal certainty and equal treatment before the law. So that everyone has the right to legal protection, which means they have the right to fair and equal treatment before the law.

### **Fund Deposit Agreement by Customers with Minors**

Each bank has different types of savings offered to the public. This research focuses more on savings products whose customers are minors. There are several savings products that customers who are not yet adults can have in order to obtain savings that are offered to children with varying requirements, including:

#### **1. BNI Taplus Children's Savings**

BNI Taplus Anak is a savings account intended for children aged 0 to 17 years with a minimum initial deposit of IDR. 100,000,- and the next deposit is a minimum of Rp. 10,000,- Advantages (*Benefits*) (<https://www.bni.co.id/id-id/individu/simpanan/bni-taplus-anak-co-brand>)

- a. Teaching children to learn to save from an early age.
- b. The child's own name is printed on the savings book and debit/ATM card.
- c. Debit/ATM cards can be designed using a child's photo.
- d. Provide opportunities for children to learn to make their own transactions at ATMs and shop at shops using debit/ATM cards with a limit of IDR 500,000 per day.
- e. Parents can still monitor their children's transactions because SMS notifications will be sent to the parents' cell phones.
- f. Free account management fees.
- g. To provide transaction flexibility, when the child turns 17 years old, the account will be automatically converted to BNI Taplus Muda with the same account number.

#### **Condition Child**

- a. Fill out the Individual Customer Data Application Form (CIF) and Account Opening Form signed by the child/parent.
- b. Bring original proof of family identity card and attach a photocopy.

#### **Parent**

- a. Fill out the Approval Form for Opening an Account and Executing Transactions which is signed by the parents.
  - b. Bring the original Proof of Identity of your parents' electronic KTP/el KTP, and attach a photocopy.
2. BRI Junio Savings

BRI Junior Savings ([https://promo.bri.co.id/main/product/main/tabungan\\_bri\\_junio](https://promo.bri.co.id/main/product/main/tabungan_bri_junio)) is a BRI savings product specially designed for children with various attractive facilities and features.

- a. Advantages ( *Benefits* )
  - 1) Real time online transactions
  - 2) Ease of transactions at more than 9,500 BRI Work Units and 15,000 BRI ATMs throughout Indonesia.
  - 3) Free personal accident insurance cover up to IDR 150,000,000
  - 4) Competitive savings interest
  - 5) Savings book and ATM/Debit card with special characteristics.
- b. Facility
  - 1) BRI E-banking (ATM, CDM, Mini ATM, SMS Banking, Internet Banking, Mobile Banking, SMS Notification, etc.)
  - 2) Personal accident insurance; Every customer with a minimum balance of IDR 500,000 is entitled to personal accident insurance with a coverage value of 250% of the last balance or a maximum of IDR 150,000,000.
  - 3) Participated in the Untung Beliung BritAma lottery program
  - 4) Automatic Transaction Facilities, including:
    - a) Automatic Fund Transfer (AFT), Facility for transferring funds from BRI BritAma Savings to other accounts at BRI on a certain date specified by the customer.
    - b) Account Sweep, Facility to transfer funds from BRI BritAma Savings to another account automatically, which has previously been set up in accordance with the minimum and maximum balance limits set by the customer.
    - c) Automatic Grab Fund, Facility to withdraw (debit) BRI BritAma Savings funds automatically from one particular account.
- c. Condition Customer Age < 17 Years
  - 1) Parents have a BRI BritAma/Simpedes Savings account. For parents who do not yet have an account at BRI, they can open a BRI BritAma/Simpedes Savings account first.
  - 2) Fill out the account opening application form
  - 3) Family Card/Birth Certificate
  - 4) The initial deposit is IDR 250. 000,-

3. SimPel Mandiri Savings

The Mandiri Savings product called Mandiri Savings Student Savings (SimPel) is aimed at PAUD/TK/RA, SD/MI, SMP/MTs, SMA/MA, or equivalent students. The aim is to teach children in Indonesia to learn to save from an early age. SimPel Savings has a savings feature that can be opened with an initial deposit of IDR. 5,000 ,- which is then Rp. 1,000,- which is the maximum nominal amount for cash withdrawals, book transfers and purchases per day of Rp. 10,000,000,- at all Bank Mandiri contact points.

- a. Advantages (Benefits) ( <https://www.bankmandiri.co.id/tabungan-simpel> )
  - 1) Savings intended for PAUD/TK/RA, SD/MI, SMP/MTs, SMA/MA or equivalent students.
  - 2) Account opening can be done at all Bank Mandiri branches.
  - 3) No monthly administration fees

- 4) Deposit and withdrawal transactions can be served at branches, schools and other bank transaction channels.
- 5) Ease of transactions via Mandiri ATM and Mandiri Call 14000.
- b. Conditions for opening SimPel Savings:
  - 1) Student Card / National Student Identification Number Card (NISN)
  - 2) Child's Identity Card/NIK on the Family Card
  - 3) Family card
  - 4) Parent/Guardian ID card
  - 5) Parent/Guardian Consent Letter
  - 6) Power of Attorney from the Student's Parent/Guardian (if opening an account through a referral from the school)

#### 4. BCA Children's Savings

BCA Children's Savings is one of the many savings products available at BCA bank which is aimed at Indonesian citizens who are under 17 years old or do not yet have an ID card. BCA Children's Savings can not only be used to prepare for children's school fees and other needs in the future, but can also help children learn to save from an early age.

BCA offers various types of savings products for child customers, including 3 types of savings aimed at children, namely Student Savings Savings (SimPel), TabunganKu, and Panggangan Xpresi. What differentiates these three types of BCA children's savings is as follows:

- a. **Student Savings Accounts (SimPel).** (<https://www.bca.co.id>) SimPel is a savings account specifically for students from Early Childhood Education (PAUD), Kindergarten (TK), Elementary School (SD), Junior High School (SMP) levels. ) to Senior High School (SMA) and equivalent who are under 17 years of age and do not yet have a Resident Identity Card (KTP). BCA SimPel Savings aims to make children more disciplined in managing finances, form a culture of saving, train them to prepare for the future, and also introduce them to the world of banking from an early age.
- b. **My Savings.** TabunganKu BCA is another type of children's savings from BCA. This is an easy and lightweight savings product aimed at individuals. Tabunganku does not incur a monthly administration fee and aims to encourage a culture of saving and improve people's welfare.

The benefits that this savings customer gets are free monthly administration fees; light initial deposit; competitive interest rates; Not only those aged 17 years and over can open an account, but children can too; proof of account ownership in the form of a TabunganKu book and a TabunganKu card. Requirements for opening an account include:

- 1) Account opening is intended for Indonesian citizen customers.
- 2) Parent/guardian identity card for children <12 years old represented by parent/guardian; and unrepresented minor children (12-<17 years old) Identity document that includes NIK (Child Identity Card/Family Card/Birth Certificate)
- 3) Fill out and sign the account opening application form.
- 4) Opening a savings account is not subject to stamp duty.
- 5) Bring the necessary documents such as NPWP, child's birth certificate/family card/child's identity card (for minors represented by parents), letter of determination of appointment of guardian from the district court and minutes of guardian's oath from the Inheritance Property Office/BHP (for children who are not yet adult represented by a guardian), and a statement from parents for minor children who are not represented.

For the TabunganKu child savings type, the permitted transactions are cash withdrawals of IDR. 7,000,000,- cash deposit of Rp. 15,000,000,- and transfer between accounts of Rp. 25,000,000,- of which the My Savings Account can only be



opened in the form of a single account (cannot be opened in the form of a joint account).

- c. **BCA Xpresi Stages.** Panggangan Xpresi BCA is a savings product intended for young people and is attractive because it has various card styles designed. This product is a savings account for young people starting from 17 years of age and above with approximately 50 card design options to choose from and the same service features as regular customers

When opening an account, whatever the type or form, including opening a checking account, the bank/official must pay attention to all aspects of applicable law. The legal aspect is an inseparable unit in every account opening, including customer identification, type of account/bank service requested, authority to act, requirements/documents required, legal aspects of the agreement/form used, including the granting of legal aspects of power of attorney and stamp duty. (Widiyono, 2006)

According to article 1 paragraph 9 of the Banking Law, savings are considered deposits from which withdrawals can only be made in accordance with agreed terms; However, savings cannot be withdrawn by check, giro or other similar means. Savings are deposits whose withdrawals are based on an agreement between the bank and the customer. The importance of savings products is the method of withdrawal. This shows that the opportunity to develop savings products lies in the ease of withdrawals and would be more attractive if they were simpler and more varied. Interest and prizes, as well as ease of fund transactions from one account to another, are additional reasons for these savings facilities (Widiyono, 2006)

Article 1313 of the Civil Code states, "An agreement is an act in which one or more people bind themselves to one or more people", providing a definition of an agreement that has legal consequences/consequences. The majority of scholars are of the opinion that the formulation of the article still has many weaknesses, one of which is that it is incomplete and too broad. Because it only includes one-sided agreement, it is not complete. It is very broad because the term "deed" includes voluntary representation and tort, and can also include actions in the field of family law. Unlike a marriage agreement, which is also an agreement, but in a different way from the agreement listed in Book III of the Civil Code. The agreements listed in Book II of the Civil Code have criteria that can be assessed materially, or in other words, money. Abdul Kadir Muhammad also criticized, saying that the interpretation of the Civil Code agreement had many weaknesses, including : ( Muhammad & Indonesia, 2014)

1. The agreement applies to one party only, as indicated by the term "self-binding", which means that it applies to only one party, not both parties; Therefore, the formulation of the agreement must be changed to "mutually binding";
2. Acts that violate the law or do not violate the law are also included in the word "act", which should be replaced with "agreement";
3. The article refers only to agreements in the field of property law, the definition of agreement in the article also includes individual agreements, such as family law;
4. Since the definition does not state the purpose of the agreement, the binding parties, it is not clear what they will do.

Article 1338 paragraph (1) of the Civil Code states that: "All agreements made legally are valid as law for those who make them." This provision contains the principle of freedom in making agreements (*beginsel der contracts vrijheid*), which is intended to stipulate that every agreement binds both parties by having. Because freedom of contract does not mean unlimited freedom, but is limited by the responsibilities of the parties, this freedom of contract is considered as freedom based on responsibility so that the parties are in an equal position. (Abubakar, 2009) Having freedom of contract means having the freedom to choose whether or not to make an agreement, choose with whom to make it, determine the contents

of the agreement, the form of the agreement, and the method of making the agreement. This freedom must not conflict with the law, morality or the public interest.

According to Article 1338 of the Civil Code, paragraph (1), every agreement made legally applies as law for the party making it. This indicates that any agreement is binding on both parties. In article 1338 paragraph (1) of the Civil Code, the assertion of the words "all agreements" seems to say that we have the freedom to make any agreement and that the agreement will bind us as the law binds. Apart from that, reading Article 1338 of the Civil Code paragraph (1), it must be adjusted to Article 1320 of the Civil Code, which discusses the legal conditions for an agreement.

The general conditions that apply to savings are the general conditions for opening an account, but savings specifically have their own conditions, which include, among other things, contained in the savings book and/or in the special conditions for savings accounts. Bank Indonesia provisions relating to savings are Circular Letter No.22/133/UPG/1989 concerning the administration of savings. The main provisions stipulated in the circular include: (Abubakar, 2009)

1. Savings can only be held in rupiah
2. Provisions regarding the provision of savings are determined by each bank.

In connection with these provisions, banks have essentially been given autonomy and intensification of savings product development. Each bank has its own policy regarding parties who can have savings. This can be seen in several benefits and requirements for opening a savings account with minor/immature customers above . In general, savings can be opened by individuals or entities. What is meant by person in Bank Indonesia provisions is not only an individual, but also includes individual businesses. BI provisions do not provide definite limits, but only give examples, such as trading businesses, workshops, shops and other individual businesses. The party who can open an account must be a legally competent person. One of the important things to see as a legally competent person is that the person must be 21 years old and/or previously married according to the Civil Code which was mentioned previously.

It is important for banks to pay attention to the precautionary principle related to risk management to minimize the risk of loss. Risk of loss is loss that occurs as a direct or indirect impact of a risk event . Application of the precautionary principle in relation to child customer account opening services . In this regard, banks need to implement the precautionary principle by carrying out the process of identifying service users; user verification; monitoring user transactions. ( Explanation of Article 18 paragraph (5) letter a of Law of the Republic of Indonesia Number 8 of 2010 concerning Prevention and Eradication of the Crime of Money Laundering )

Due to the absence of Bank Indonesia Regulations regarding the mandatory presence of customers in the account opening process. Only Each bank itself issues written policies and procedures . For example, in terms of customer requirements documents , the documents that prospective customers must fulfill when accepting new customers consist of:

1. Legal documents
2. Statement letter
3. Customer data form

The types of legal documents in the form of documents or photocopies of original documents that are required before registering customer data and opening an account are such as KTP or SIM, and for child customers (who are not yet adults) the identity document requested is a photocopy of the family card . ( Interview with Junior, *Customers Service Bank Rakyat Indonesia (BRI) Yabansai branch*, 26 July 2023 at 12.44) One of the requirements for opening an account above is a KTP. The function of the KTP is as personal identity, valid nationally and to support development programs. However, in practice , child customers

(who are not yet adults) do not have to use an ID card, but can be replaced with a KIA (Children's Incentive Card) or student ID or Family Card where the child is listed.

The age limit for carrying out the legal acts mentioned above is regulated in the Civil Code. In addition, if a person's age limit is determined by law, the person concerned must be assisted by their guardian or parents in carrying out the legal action. In practice, not all legal acts related to agreements are subject to the minimum age a person can perform them. Legal actions such as opening a savings account, checking account and deposit are only required if the person concerned has an ID card and is considered an adult, so they can be considered a legal subject. Therefore, all legal actions are considered to be able to be carried out by a person after the person concerned reaches the age of 17 years .

The legal consequences of the birth of an agreement usually give rise to an agreement in the form of rights and obligations. These rights and obligations are the relationship between the parties involved in the agreement; in other words, the legal consequences of the agreement are things that are binding and enforceable.

Because children under 17 (seventeen) years of age do not have the ability to think and act maturely in their lives, there are legal consequences that arise in relation to the maturity of the saver. Having a child savings account and with facilities for carrying out electronic transactions such as Automated Teller Machines (ATMs), there are concerns that these children can commit and be exploited more easily for the following crimes:

1. Using his savings account to buy drugs. It is possible that children misuse this money for drug buying and selling transactions.
2. Indirectly involved in the criminal act of money laundering or known as *money laundering* . This risk of involvement could occur because The first is the large role of the banking sector in exploiting the financial system of criminals, so this is of particular concern. Second, the massive use of technology in the banking sector makes the banking industry a fast and mobile means used for money laundering crimes. This happens because the movement of funds is possible quickly and quickly. from one bank to another bank or other financial institution which constitute banking services contained in article 6 of Law Number 10 of 1998 concerning Banking . So that can be categorized as a money laundering crime if banking activities as intended in Article 49 of the Banking Law involve the flow of funds as a result of the crime. For example, fake orders to transfer funds via RTGS ( *Real Time Gross Settlement* ), fraud using ATM facilities, and storing the proceeds of crime in safe deposit boxes.
3. The crime of terrorism is a form of crime against humans and humanity which can even disrupt state sovereignty. Without facilities and funding supporting instruments, terrorism will not succeed. This could happen by using children as camouflage.

In money laundering crimes as we saw in point 2 above, financial institutions can be used to invest and transfer money originating from criminal acts, such as corruption, bribery, fraud, banking crimes, capital markets, and others, into deposits, traveler checks, shares, bonds, mutual funds and other financial instruments. Money laundering, or money laundering, basically involves assets, such as income or wealth, being disguised so that they can be used without it being known that the assets came from unlawful activities. In this way, income or wealth derived from unlawful activities is converted into financial assets that appear to originate from legitimate or legal sources. Moreover, with the freedom to deposit amounts of money into child customers' accounts, either via mobile (mobile banking) or cash at the teller, even though withdrawals via ATM machines are limited to IDR 500. 000,- using an ATM card. Almost similar to transactions via ATM with a limit of Rp. 500,000 per day, but this is different from BNI children's Taplus savings which limits the interbank transfer limit to Rp. 10,000,000,- per day. ( Interview with Natalia, *Customer Service* BNI Kotaraja branch, July 20 2023 )

Banks can be involved in money laundering by storing money from crime under false names, keeping money in the form of deposits, savings or current accounts, exchanging fractions of money from crime, applying for credit with collateral from money deposited at the relevant bank, and establishing or using illegal banks. . This can happen because the management of criminal proceeds can be done easily in various bank services, such as savings by children under 17 years of age who can be used by adults as a medium for money laundering. In addition, because criminal organizations require financial management by placing their funds in banking services, the use of banks is done to obscure the origins of the funds. This shows the close relationship between criminal organizations and banks.

Financial Services Authority Regulation Number 12/POJK.01/2017 of 2017 replaces Bank Indonesia Regulation Number 12/20/PBI/2010 of 2010 and Number 14/27/PBI/2012 of 2012 which replaces the term *Know Your Customer* (KYC) with the term *Customer Due Diligence* (CDD). Activities known as customer due diligence require banks as Financial Services Providers (PJK) to identify, verify and monitor prospective customer transactions through WIC ( *Walk in Customers* ). This is to ensure that transactions are in accordance with the customer's profile, characteristics and transaction patterns. To ensure this, the customer's identity and financial transaction history are checked to see whether they are considered to be related to criminal acts of money laundering and/or terrorist financing.

## CONCLUSION

Children who are considered adults are considered to have the ability to act because they have juridical authority over their will and have the ability to determine the legal situation for themselves. According to the law, adult children can express their wishes legally, such as by making an agreement or making a will. Any authority must be expressly granted when the judge considers a child to be an adult. to ensure that adult children have the ability to carry out legal actions and have legal protection. Because there is no uniformity in Indonesian law, the age limit for adult children is determined by the child's actions. Basically, whether or not an action has legal consequences is determined by the position of various relevant laws and regulations.

The capacity to act which is applied as a valid condition for an agreement is a legal provision which stipulates that a competent person is an adult. For orderliness, the law needs to provide a determination regarding the age limit for a person who is declared an adult. One way to protect parties (child customers) who are not yet able to realize their actions and the extent of the legal consequences of their actions is to limit their ability to act. This is because an agreement can function as a strong legal basis to provide legal protection to the parties.

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