

Consumer protection of the right to information in the use of QRIS payment system with merchant discount rate

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Abstract

Payment system Quick Response Code Indonesian Standar (QRIS) there are costs charged to merchant, namely Merchant Discount Rate commonly called MDR. Based on the provisions of Article 52 paragraph (1) of Bank Indonesia Regulation (PBI) Number 23/6/PBI/2021 concerning Payment Service Providers, Merchant Discount Rate Fees are prohibited from being charged to consumers. In practice, QRIS merchants often charge the Merchant Discount Rate fee to consumers as QRIS users. This research aims to explain how consumers can take legal action against the imposition of Merchant Discount Rate fees.

The type of research used is descriptive normative juridical. Namely library law research which is carried out by examining library materials, both primary and secondary book materials. The approach used is a statutory approach and a conceptual approach. Data processing uses data analysis methods that are based on understanding and systematically processing data obtained from interviews and library research.

The research results show that the legal action that can be taken by consumers is to report the Merchant to the Payment Service Provider and carry out settlements through the judiciary or outside the judiciary. Based on research results to date, many consumer reports have been submitted to Bank Indonesia, but none have reached the court.

Keywords: Standard Indonesian quick response code, merchant discount rate, consumer

Introduction

Technological advances in payment systems are shifting the role of cash (currency) as a means of payment to a more efficient and economical form of non-cash payment. Non-cash payments are generally made not by using money as a means of payment but by inter-bank transfers or intra-bank transfers via the bank's own internal network. Non-cash payments can also be made using the Quick Response Code Indonesia Standard (hereinafter referred to as QRIS) as a means of payment using QR codes in Indonesia.

QRIS is the first step in the digital transformation of the Indonesian Payment System (SPI), which is believed to help accelerate digital economic and financial development. QRIS is a national QR Code standard to facilitate digital payments through server-based electronic money applications, digital wallets and mobile banking which has been implemented effectively since January 1 2020. QRIS can be used across platforms while the QR Code is issued specifically to be scanned using payment service applications certain. The implementation of QRIS is in line with the National Payment Gateway (GPN) policy, which aims to create a payment system that is safe, efficient, smooth and reliable and can process all domestic transactions in an interconnected and interoperable manner.

As a public legal entity, Bank Indonesia has the authority to establish legal regulations which are the implementation of laws that are binding on the entire wider community in accordance with its duties and authority. In this case, the legality of the QR Code Payment Standard set by Bank Indonesia is regulated in Bank Indonesia Member of the Board of Governors (PADG) Regulation Number 21/18/PADG/2019 concerning Implementation of the National Quick Response Code Standard for Payments.

Guarantees for the implementation of user rights as service consumers regarding the use of non-cash payment

transactions using QRIS are regulated in the provisions of Bank Indonesia Board of Governors Member Regulations (PADG) Number 24/1/PADG/2022 dated 25 February 2022 concerning Amendments to Board Member Regulations Governor Number 21/18/PADG/2019 concerning Implementation of the National Quick Response Code Standard for Payments.

Using QRIS requires a Merchant Discount Rate (hereinafter referred to as MDR) fee. MDR is fees charged to merchants/shops by Payment System Service Providers (hereinafter referred to as PJSP) for every QRIS transaction carried out. The amount of MDR and distribution of MDR has been determined separately by Bank Indonesia and will come into effect on July 1 2023. Bank Indonesia determines the details of the MDR QRIS rate divided into 2 (two) types, namely Regular Merchants and Special Merchants.

Table 1: Table of Details of QRIS MDR Rates

No	Merchant type	Category	QRIS
1	Regular	Micro enterprises (UMI)	0.3%
		Small, medium, large business (UKE, UME, UBE)	0.7%
		Public service agency (BLU)	
2	Special	Public service obligations (PSO)	0.4%
		Gas station	
		Education	
		Government to people (G2P),	0%
		People to government (P2G)	

Source: Bank Indonesia

This thesis research will focus on Regular Merchant types which are categorized as micro businesses, and small, medium and large businesses as merchants/ shops that provide the QRIS payment system for carrying out transactions. Bank Indonesia has also prohibited merchants

from charging additional fees to consumers who use the QRIS non-cash payment route. Merchants are prohibited from charging MDR fees or additional fees (surcharges) to service users or consumers. As stated in Article 52 paragraph (1) of Bank Indonesia Regulation (PBI) Number 23/6/PBI/2021 concerning Payment Service Providers, which states "providers of goods and/or services are prohibited from charging additional fees to service users."

QRIS users complain about the imposition of QRIS transaction fees when shopping at stalls and food and beverage outlets. Most business actors/ merchants do not seem to want to bear additional costs for selling goods and/or services, because with additional costs that must be borne, their profits will decrease. Examples of cases found through online media were several consumers who felt disadvantaged due to merchants charging additional fees to consumers that did not comply with the detailed tariff rates set by Bank Indonesia.

Juli, a 33 year old private employee, revealed that he can make transactions using QRIS up to 5 times a day, starting from buying breakfast, snacks, coffee and milk, lunch and dinner. He complained that currently, all stalls ask for an additional IDR 1,000 per *barcode scan*. He considered that the percentage requested was greater than what was regulated. In fact, Bank Indonesia only charges micro business traders a fee of 0.3 percent of the transaction value. Juli revealed that 0.3 percent of IDR 10,000 was only IDR 30. However, many traders ask for up to 10 percent of the total transaction. According to Juli, traders who use QRIS must be educated by the payment system regulator, so that they are in line with the regulations set by Bank Indonesia. He also hopes that companies providing payment systems will not charge additional fees when using QRIS.

The imposition of MDR on QRIS consumers which is charged to consumers has occurred several times and has become a complaint from consumers recently since the MDR fee was implemented. Where consumers should reject the imposition of additional fees on transactions carried out at certain merchants. However, most consumers are not aware of this, in general the MDR fees that have been regulated according to regulations must be borne by the merchant. However, currently some merchants only argue that the imposition of MDR is a policy set by the bank which should be borne by consumers even though it is the opposite.

Consumer ignorance is actually a reality that consumers (whoever the consumer is, whether rich or poor, in rural or urban areas) have to face when dealing with every product and/or service circulating in the market. Promotional methods that tend to be misleading and the use of high technology in the production process, distribution and marketing, increasingly position consumers as uninformed and tend to accept things as they are because of their ignorance.

The business strategy implemented by merchants are in conflict with the provisions in Article 4 letter g of Law Number 8 of 1999 concerning Consumer Protection (hereinafter referred to as UUPK) which states that: "Consumers have the right to correct, clear and honest information as well as the right to be treated or served correctly and honestly and non-discriminatorily." In reality, not all merchants use a payment system via QRIS, such as Toko Istana Kado and Salon Nunun Spa, which use

payments in cash or via transfer between accounts, from service user/consumer accounts to merchant accounts.

This action is taken to avoid additional costs imposed on consumers. Although this is not visible directly to consumers, because the additional funds are never conveyed to consumers by the merchant. Based on these problems, it can be interpreted that business actors /merchants often do not carry out the obligations regulated in Article 7 of the Consumer Protection Law, namely:

1. has good intentions in carrying out its business activities;
2. provide correct, clear and honest information regarding the condition and guarantee of goods and/or services as well as providing explanations of use, repair and maintenance;
3. treating or serving consumers correctly and honestly and not discriminatory;
4. Guarantee the quality of goods and/or services produced and/or traded based on the provisions of applicable quality standards for goods and/or services.
5. provide opportunities for consumers to test, and/or try certain goods and/or services as well as provide guarantees and/or warranties for goods made and/or traded;
6. provide compensation, compensation and/or reimbursement for losses resulting from the use, use and utilization of traded goods and/or services;
7. Provide compensation, compensation and/or replacement if the goods and/or services received or utilized are not in accordance with the agreement.

Based on this, efforts are needed to provide protection for consumer interests, which is an important and urgent matter for which a solution must be sought immediately. In the current banking era, protecting consumer rights is often ignored by business actors who only think about profit. Even though there are regulations that regulate consumer interests, in fact they do not guarantee the implementation of these policies due to one party abdicating responsibility. Basically, consumers themselves don't know what the merchant's strategy will be to gain profits, so consumers only know the end result.

In this case, an in-depth study of laws is needed that can protect consumer rights. This protection functions to balance the positions of consumers and merchants, with both parties interacting and needing each other. Based on the description above, the author is interested in conducting research with the title "Consumer Protection of the Right to Information in Using the Indonesian Standard Quick Response Payment System with Merchant Discount Rate".

Research methods

The type of research used is normative juridical research with a statutory approach (Statute Approach and Conceptual Approach). Data sources are obtained from library research (Library Research), namely data collection through literature such as books, journals, magazines. Legislative Regulations Libraries (library research), namely study on primary and secondary data. Primary legal materials consisting of from 1945 Constitution of the Republic of Indonesia, Civil Code, Law Number 23 of 1999 concerning Bank Indonesia, Law Number 8 of 1999 concerning Protection Consumer as well as Related Bank Indonesia regulations with QRIS. Furthermore, secondary legal material was obtained through interviews with sources, namely Bank Indonesia and the Financial Services Authority.

Result and discussion

Legal efforts by consumers using QRIS against the imposition of MDR fees

Advances in information and communication technology provide benefits to society in being able to receive and provide information easily. People can communicate without any limits of distance, space and time. This development leads to a borderless world and significant social change. Along with developments in technology and communication, society is encouraged to be able to follow every development that is happening. The benefits of technological developments are not just for the sake of establishing communication and socializing, but have made a huge contribution to society, companies/industry and the government.

The benefits obtained include opening the world's eyes to a new world, new interactions, new market places and a world business network without borders. In fact, advances in technology and information have supported the effectiveness and efficiency of company operations, especially their role as a means of communication, publication and a means of obtaining various information needed by a business entity and other forms of business entity.

In general, the payment system is one of the prerequisites for achieving the main objectives for Bank Indonesia, namely monetary and financial stability. This has provided a strong review for Bank Indonesia to be involved in implementing payment systems, at least Bank Indonesia must have a role or responsibility as a regulator to control the risks caused by daily transactions such as payment system providers and protectors of the public interest.

One of the ways that Bank Indonesia can maintain public confidence in the payment system is by increasing the security and stability factors of efficient and safe payment system transactions. This is the target of carrying out the task of regulating and maintaining the smooth running of the payment system

In the banking world, technological advances are shifting the role of cash (currency) as a means of payment to a more efficient and economical form of non-cash payment. The payment style that is currently being used in several shopping centers is QRIS. This payment method is one way to shift people's payment methods towards digital. The use of QRIS is based on BI Board of Governors Regulation No 21/2019/Implementation of the National Quick Response Code Standard. QRIS includes various information including the Uniform Resource Locator (URL) address, telephone number, QR Code which is always positioned on the product to provide additional information about the product.

Legal protection for consumers is something that is very important to always pay attention to and provide to consumers, this is by looking at the many types of services and products that innovate both in science and technology to achieve more productive consumer targets. In using various kinds of products, services and other products, consumers are the ones who really have an impact on the breakthrough of these services and products. So it is very necessary to provide efforts to consumers in the form of consumer protection in facing the era of digitalized trade.

As previously explained, for every payment that uses the QRIS system, merchant fees are charged to the business actor. Bank Indonesia has prohibited merchants from

charging fees to consumers who make non-cash transactions. However, until now, there are still shops or merchants who charge fees to consumers who make payments using a non-cash system. Even though it is clearly stated in Article 52 paragraph (1) PBI Number 23/6/PBI/2021 concerning Payment Service Providers that providers of goods and/or services are prohibited from charging additional fees to service users.

Quoted from the online media Republika, in various food stalls in the canteen of the Faculty of Mathematics and Natural Sciences, University of Indonesia, a number of traders charge their buyers a fee, in the form of an additional 300 rupiah from the selling price. Responding to the existence of business actors who still charge MDR fees to consumers, Executive Director of the Communications Department of Bank Indonesia Erwin Haryono stated that if consumers find traders who charge these additional fees, users can report them to the payment service provider.

Referring to Article 52 paragraph (1) of the PBI, it can be said that actions carried out by goods/service providers who charge MDR fees to consumers also violate Article 10 UUPK. Where the article states that: "Business actors in offering goods and/or services intended for trading are prohibited from offering, promoting, advertising or making false or misleading statements regarding:

1. price or tariff of a good and/or service;
2. price or tariff of a good and/or service;
3. the use of goods and/or services;
4. conditions, guarantees, guarantees, rights or compensation for goods and/or services;
5. discounts or attractive prizes offered;
6. Danger of using goods and/or services."

Based on Article 10 letter a UUPK and also Article 52 paragraph (1) PBI, the imposition of MDR fees on consumers by merchants is an unlawful act. Article 1365 of the Civil Code states that "Every act that violates the law and causes loss to another person requires the person who caused the loss through his fault to compensate for the loss." From the provisions of this article, it can be seen that there are 4 (four) elements that can cause a person to be said to have committed a legal act, namely:

- a. There is an unlawful act, an unlawful act in this case is the imposition of MDR fees on consumers which has clearly violated the rules issued by Bank Indonesia.
- b. This action brings losses, based on research results it was found that several consumers felt disadvantaged by the imposition of MDR on them.
- c. There is a causal relationship between unlawful acts and the losses caused. Merchants usually increase the price consumers have to pay from the actual price of the goods. The imposition of MDR on consumers causes an increase in the costs that must be paid by consumers, so that consumers feel disadvantaged by the imposition of MDR costs.
- d. There is an obligation to compensate. Consumers who feel aggrieved can demand compensation from the merchant for the imposition of the MDR.

As previously stated by the Executive Director of the Communications Department of Bank Indonesia, Erwin Haryono, if a user of goods and/or services finds a trader who charges additional fees, the user can report it to Payment Service Provider. This is one of the legal remedies

that can be taken by consumers regarding the imposition of merchant fees on these consumers. Payment Service Provider will follow up on consumer reports by conducting searches on merchants who collaborate with Payment Service Provider.

Business actors who are proven to have charged merchant fees to consumers, Payment Service Provider can terminate cooperation with the merchant for this action. This is in accordance with the provisions of Article 51 (2) PBI which states that Payment Service Provider is obliged to stop collaborating with Goods and/or Service Providers who carry out actions that may be detrimental and/or are not appropriate for processing payment transactions using access to certain sources of funds.

Apart from efforts to report to Payment Service Provider, consumers can also sue civilly or prosecute criminally in court if they feel they have been disadvantaged. Referring to Article 63 paragraph (1) UUPK, business actors who violate the provisions of article 10 UUPK can be subject to criminal sanctions in the form of imprisonment for a maximum of 5 (five) years or a fine of a maximum of IDR 2,000,000,000 (two billion rupiah). In civil law, consumers can file a lawsuit in the form of an unlawful act, because of the merchant's actions in charging MDR fees to the consumer.

If analyzed using the theory of responsibility, it is clear that the imposition of MDR fees is borne by the merchant, not the consumer, so that if a merchant does the opposite then he must be legally responsible for his actions. In this case, the business actor must be responsible for the violation that has been committed, namely charging MDR to consumers because according to the regulations MDR cannot be charged to consumers.

If analyzed using agreement theory, the imposition of MDR fees on consumers can even be prosecuted for breach of contract. This is because basically, in making QRIS barcodes, the merchant has agreed to carry out and comply with all the regulations in the agreement between the Payment Service Provider and the provider of goods and/or services, and is willing to follow all the regulations in accordance with the applicable provisions. In this case, it also means that the merchant knows that they are not allowed to charge MDR fees to consumers. However, in practice, there are still goods/service providers who pass these costs on to consumers. So it can be concluded that he did not carry out the achievements that had been assigned to him.

The principles in civil contracts focus on agreement and freedom of contract. The cooperation agreement between the bank and the merchant becomes the law that applies to both parties as per the principle *post sunt servanda* in Article 1338 paragraph (1) of the Civil Code which asserts that "all agreements made legally apply as law for those who made it. So that if it is not implemented then it can be said that the merchant has violated the contract made with Payment Service Provider.

The imposition of MDR fees on consumers can be said to be a consumer dispute. So that legal protection for consumers who are harmed can use the provisions in this law. Article 1 paragraph (1) UUPK states that "consumer protection is all efforts to ensure legal certainty to provide protection to consumers". Apart from that, referring to the UUPK, consumers who feel disadvantaged by a merchant's actions can sue criminally or civilly to obtain compensation for the merchant's actions.

Based on Article 10 letter a of the UUPK, imposing MDR fees on consumer users can be categorized as an act that is detrimental to consumers. The UUPK itself also regulates legal action that can be taken by consumers who feel they have been harmed by merchants. In the UUPK there are two efforts that consumers can take if they feel they have been disadvantaged. Based on Article 45 paragraph (2), consumer dispute resolution can be reached through court or outside court based on the voluntary choice of the parties to the dispute.

If consumers use the court route, consumers can resolve their problems by filing a lawsuit in court within the scope of general justice. Consumers can also resolve their problems outside of court through the Consumer Dispute Resolution Agency. The Consumer Dispute Resolution Agency is a body tasked with handling and resolving disputes between business actors and consumers.

The Consumer Dispute Resolution Agency has the authority to receive complaints, both written and unwritten, from consumers regarding violations of consumer protection and then conduct research and examination of consumer protection disputes. Out-of-court consumer dispute resolution is carried out to reach an agreement regarding the form and amount of compensation and/or regarding certain actions to ensure that losses suffered by consumers will not occur again or will not happen again.

The complexity of the dispute resolution process and many complaints from consumers about MDR fees which ultimately harm merchants, has made several merchants, especially in the Banda Aceh area, choose not to use QRIS as a payment alternative. They prefer to use payments via transfer via account number. Some shops are even willing to provide several alternative banks so that they can be adjusted to the bank used by consumers.

Examples of shops that prefer to use payments via transfer via account number are Putra Tiket and Nunun Spa. According to them, the MDR fee is quite burdensome for merchants, especially in cases where payments are made for transactions above Rp. 1,000,000,- (one million rupiah) which results in a bigger deduction. Based on these considerations, the two shops chose not to use QRIS. It is impossible for merchants themselves to charge additional fees to consumers because this is contrary to BI regulations and the agreement between merchants and Payment Service Provider.

From the explanation above, it can be said that although there are no strict regulations regarding what legal measures consumers can take to resolve problems related to the imposition of MDR fees, Bank Indonesia through its regulations has provided opportunities for consumers who feel disadvantaged to report the merchant. Which charges MDR fees to Payment Service Provider.

Conclusion

Consumers who feel disadvantaged by the imposition of MDR fees can take several legal actions, including reporting to Payment Service Provider. Apart from that, consumers can also sue business actors in court or settle things outside of court through consumer dispute resolution bodies. Based on the search results in this research, many consumer reports or complaints have been submitted to Bank Indonesia regarding the charging of MDR fees by merchants to consumers. However, until now none of the reports submitted have reached the court stage.

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