

RESOLUTION OF DISPUTES REGARDING MISSING BALANCES WITHOUT TRANSACTIONS ON THE DANA APP

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Abstract:

The increasing use of digital wallets as a cashless payment method in Indonesia facilitates transactions but also raises legal issues, such as the disappearance of users' balances without any transactions being made or authorized by the account holders. This phenomenon raises questions regarding the legal liability of app operators, the forms of legal protection available to users, and the effectiveness of existing dispute resolution mechanisms. This study aims to analyze the legal liability of the DANA app operator for user losses, examine legal protections for digital wallet users from a legal theory perspective, and analyze dispute resolution mechanisms for balance losses without transactions based on Indonesian positive law. This study employs a normative legal method using a statutory approach and a conceptual approach through the analysis of primary, secondary, and tertiary legal sources. The results indicate that the DANA app operator bears legal responsibility to ensure the security and reliability of the electronic system and to provide compensation if user losses are proven to be caused by system failure or the operator's negligence. Legal protection for users has been normatively regulated through the ITE Law, the UUPK, and payment system regulations; however, its implementation has not been fully effective due to ongoing disparities in the burden of proof and the operator's control over electronic data. This study offers a novel approach by integrating an analysis of the operator's legal liability, legal protection based on the theories of Satjipto Rahardjo and Philipus M. Hadjon, and the effectiveness of dispute resolution mechanisms into a single study examining cases of lost user balances without any transactions. Thus, it is necessary to strengthen legal protection and dispute resolution mechanisms to ensure legal certainty and justice for digital wallet users.

Keywords: DANA App; Digital Wallet; Balance Loss; Dispute Resolution; Legal Protection

INTRODUCTION

The development of digital payment systems in Indonesia is a logical consequence of advances in information and communication technology, which have driven fundamental changes in people's transaction behavior. The shift from cash-based transactions toward non-cash payment systems or a cashless society has given rise to an increasingly complex digital economic ecosystem, in which Financial Technology (Fintech) serves as the primary driver of innovation. Digital wallets, as part of Fintech services, function not only as a means of payment

but also as a medium for storing monetary value that relies entirely on electronic systems.¹ In this context, public confidence in the security and reliability of the system is a key prerequisite for the sustainability of digital payment services.

As one of Indonesia's largest digital wallet providers, the DANA app holds a strategic position in the national payment system.² With its extensive service coverage and massive user base, DANA is classified as a Payment Service Provider subject to Bank Indonesia's regulatory oversight. Normatively, this status entails legal obligations to ensure system security, data protection, and legal protection for users as consumers. However, in practice, the convenience and efficiency offered by the DANA app are directly proportional to increased legal risks, particularly the risk of losing account balances without any transactions being conducted or authorized by the account holder.³

The phenomenon of missing balances in digital wallets is not merely hypothetical—it has actually occurred in real life. One such case in 2023 involved a DANA app user who lost a balance of Rp10,000 without any transaction history on their account. The incident began when the user attempted to make a transaction, but the app displayed an ad, which the user closed by tapping the "Close" (X) button. After reopening the app, the user found that the balance, which had previously been available, had decreased without any transaction records in the account history.⁴ Although the amount of the loss was relatively small, the incident raised questions about the reliability of electronic systems, the transparency of transaction records, and the provider's responsibility to protect user funds. This situation demonstrates that the issue of balance losses without any transactions not only causes economic losses for consumers but also raises legal questions regarding the provider's liability, the forms of legal protection available, and the dispute resolution mechanisms that users can pursue.

The phenomenon of balances disappearing without any transactions reflects a gap between technological advancements and the effectiveness of legal protections in safeguarding users. Essentially, every electronic transaction requires the consent of the parties as an expression of their intent to engage in a legal act. Therefore, a decrease in account balance without the user's consent or any transactional activity can be categorized as an unauthorized transaction that potentially violates the fundamental principles governing electronic transactions.

Pursuant to the provisions of Article 15 of Law No. 11 of 2008 on Electronic Information and Transactions, as amended several times, most recently by Law No. 1 of 2024 on the Second Amendment to Law No. 11 of 2008 on Electronic Information and Transactions (hereinafter referred to as the ITE Law), Electronic System Operators are required to operate electronic systems in a reliable, secure, and responsible manner, and to ensure the availability, integrity, authenticity, confidentiality, and accessibility of electronic information.⁵ This provision places

¹ Ahmad Ali, Muhammad Fahminuddin, and Sunan Hidayatullah, "Finansial Teknologi Syariah Dan Bank Digital," *Zhafir: Journal of Islamic Economics, Finance, and Banking* 4, no. 1 (2022): 61–90.

² Azlina Wati, Samintan, and Elly Nielwaty, "Peran Aplikasi DANA Untuk Meningkatkan Kemudahan Transaksi Non Tunai," *Kajian Administrasi Publik Dan Ilmu Komunikasi* 2, no. 4 (2025): 173–85, <https://doi.org/https://doi.org/10.62383/kajian.v2i4.820>.

³ Lira Septia Zahra et al., "Risiko Penggunaan Dana Sebagai Dompot Digital: Studi Persepsi Mahasiswa Pendidikan Ekonomi," *Jurnal Bina Bangsa Ekonomika* 17, no. 2 (2024): 1450–61, <https://doi.org/10.46306/jbbe.v17i2.569>.

⁴ Atikotul Kur'aniyah and Rohmad Abidin, "Analisis Faktor Kemudahan, Kemanfaat Dan Risiko Terhadap Penggunaan E-Wallet (Studi Pada Aplikasi Dana)," *Sahmiyya: Jurnal Ekonomi Dan Bisnis* 2, no. 2 (2023): 402–8, <https://e-journal.uingusdur.ac.id/sahmiyya/article/view/1825>.

⁵ Ranti Fauza Mayana, Aam Suryamah, and Nabilah Gunawan, "Pertanggungjawaban Penyedia Jasa Transportasi Online Terhadap Keamanan Dan Keselamatan Konsumen Ditinjau Dari Undang-Undang Nomor 19 Tahun 2016 Tentang Perubahan Atas Undang-Undang Nomor 11 Tahun 2008 Tentang Informasi Dan Transaksi Elektronik Dan Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen," *Jurnal Ilmiah Hukum: Era Hukum* 18, no. 2 (2020): 120–38.

the burden of legal liability on electronic system operators, including digital wallet operators, in the event of a system failure that causes losses to users.

In addition to being a party to an electronic agreement, users of the DANA app are also consumers who are entitled to legal protection under the provisions of Law No. 8 of 1999 on Consumer Protection (hereinafter referred to as the UUPK). Article 19 of the UUPK explicitly stipulates that business operators are liable to provide compensation for damage, contamination, and/or losses suffered by consumers as a result of the use of goods and/or services offered for sale. In the context of digital wallets, the services provided consist of an electronic payment system as well as the storage of users' funds. Thus, the loss of a balance without any transaction can be classified as a consumer loss that, in principle, imposes a liability on the payment service provider to be held accountable, provided that such loss occurs due to system failure, security vulnerabilities, or negligence in the provision of electronic services.⁶

Legal issues become increasingly complex when the legal relationship between the app provider and the user is based on standard terms and conditions drafted unilaterally by the provider. The standard clauses contained in the app's terms and conditions of use generally include limitations on the provider's liability that have the potential to shift the risk of loss to the user. This situation creates an imbalance in the legal positions of the parties because users have no opportunity to negotiate the content of the agreement or reject the pre-established clauses. This imbalance becomes even more apparent when disputes arise over the loss of account balances without any transactions. Users face difficulties in proving the cause of the loss because all electronic data, transaction records, system logs, and security mechanisms are under the control of the app provider. Conversely, the provider has full access to the technical information required for the process of proving the case.

This situation places consumers in a weaker position than service providers, meaning that the effectiveness of the legal protections guaranteed under the Consumer Protection Law has not yet been fully realized in practice. This issue relates not only to the legal liability of service providers but also to the effectiveness of the dispute resolution mechanisms available to consumers. Normatively, the Indonesian legal system has provided various dispute resolution mechanisms, both through non-litigation and litigation channels.⁷ In practice, however, dispute resolution is often limited to the app's internal mechanisms through customer service, which are administrative in nature and do not always provide legal certainty for consumers. The lack of clarity regarding the choice of dispute resolution forum, as well as the absence of consumer-friendly standards of proof, highlights a gap between applicable legal norms and their implementation in the fintech sector.

An analysis of this issue can be conducted through the theory of legal protection proposed by Philipus M. Hadjon, which distinguishes legal protection into two forms: preventive legal protection and repressive legal protection. Preventive legal protection is realized through the establishment of regulations that require electronic system operators to implement security standards, ensure system reliability, and mitigate risks before users suffer losses. Meanwhile, repressive legal protection is realized through dispute resolution mechanisms and the awarding of damages when consumer rights have been violated. This view aligns with the theory of legal protection proposed by Satjipto Rahardjo, who asserts that the law functions not only as a set of norms but also as an instrument to provide tangible protection for the rights of the public. Thus, legal protection for digital wallet users cannot be achieved solely through the existence

⁶ Rica Alivianti Rahayu and Wiwin Yulianingsih, "Perlindungan Hukum Bagi Nasabah Atas Kehilangan Saldo Dalam Layanan Bank Digital Di Indonesia," *Jurnal Ilmiah "Advokasi"* 13, no. 4 (2025): 1293–1309.

⁷ Griselda Vaustine, Marina, and Puja Ayu Purwanti, "Mekanisme Penyelesaian Sengketa Wanprestasi Dalam Hukum Perdata Indonesia Dispute Resolution Mechanism For Breach Of Performance In Indonesian Civil Law," *Rewang Rencang : Jurnal Hukum Lex Generalis* 5, no. 4 (2024): 1–13.

of regulations; it must also be reflected in the effectiveness of dispute resolution mechanisms capable of providing legal certainty, justice, and the restoration of rights for users who experience a loss of balance without any transactions. If these two forms of legal protection are not functioning optimally, the legal objectives of achieving justice, public benefit, and legal certainty will be difficult to attain.

Previous studies have examined legal protection for digital-wallet users from several perspectives. Naomi and Priyanto analyzed consumer protection for DANA users and the operator's responsibility for losses caused by problems in the service system, particularly in relation to compensation and transparency concerning the terms and conditions of the electronic-wallet service.⁸ Pramayanti and Utami examined the loss of Go-Pay balances and emphasized contractual protection and fault-based liability as the legal basis for holding the service provider accountable.⁹ More recent studies have moved even closer to the specific issue of balance loss. Dewi and Umami examined the liability of PT Espay Debit Indonesia Koe (DANA) for the loss of consumers' balances and located such liability primarily within the framework of unlawful acts, while also emphasizing the importance of strengthening system security and regulatory supervision.¹⁰ Wibowo and Suherman similarly analyzed the legal liability of e-wallet providers for users' lost balances and emphasized the obligations of providers to ensure system security, information transparency, complaint handling, and compensation for losses not attributable to users.¹¹ These studies demonstrate that consumer protection and provider liability in digital-wallet services have received significant scholarly attention.

Nevertheless, a more specific doctrinal and procedural problem remains insufficiently examined. Existing studies primarily address provider liability arising from contractual breaches, unlawful acts, system-security failures, or general consumer-protection obligations. They have paid limited attention to the evidentiary dimension of unexplained balance losses, particularly when funds disappear without identifiable or authorized transactions and the cause can only be reconstructed through electronic evidence controlled by the operator, such as system logs, authentication records, transaction trails, and security records. This condition creates evidentiary asymmetry between users and digital-wallet operators. The issue therefore concerns not only whether operators may be held liable, but also how liability can be proven, how the burden of proof should be allocated, and whether existing dispute-resolution mechanisms can correct this imbalance. This study addresses that gap by linking substantive liability with the procedural conditions for its effective enforcement.

Based on this research gap, the novelty of this study lies in its analysis, which integrates the forms of legal protection for DANA app users, the legal liability of the operator for the loss of balances without transactions, and the effectiveness of dispute resolution mechanisms into a single comprehensive study grounded in the legal protection theory of Philipus M. Hadjon and Satjipto Rahardjo, as well as the provisions of the ITE Law, the UUPK, and payment system regulations in Indonesia. This approach is expected to provide a more complete picture

⁸ Fiona Pappano Naomi and I Made Dedy Priyanto, "Perlindungan Hukum Pengguna E-Wallet DANA Ditinjau dari Undang-Undang Perlindungan Konsumen," *Kertha Semaya: Journal Ilmu Hukum* 9, no. 1 (2020): 24–33, <https://doi.org/10.24843/KS.2020.v09.i01.p03>.

⁹ Putu Shinta Dewi Pramayanti and Putu Devi Yustisia Utami, "Perlindungan Hukum bagi Konsumen atas Hilangnya Saldo Go-Pay dalam Penggunaan Layanan pada Aplikasi Gojek," *Kertha Semaya: Journal Ilmu Hukum* 10, no. 8 (2022): 1908–22, <https://doi.org/10.24843/KS.2022.v10.i08.p16>.

¹⁰ Baiq Anggun Puspita Dewi and Allan Mustafa Umami, "Tanggung Gugat PT Espay Debit Indonesia Koe (DANA) terhadap Hilangnya Saldo Konsumen pada Rekening DANA," *Private Law* 6, no. 1 (2026): 96–105, <https://doi.org/10.29303/yzqsjsj64>.

¹¹ Zulfan Rizqi Wibowo and Suherman, "Legal Liability for Loss of E-Wallet User Balances in Indonesia," *Journal of Law, Politic and Humanities* 6, no. 4 (2026): 2918–29, <https://doi.org/10.38035/jlph.v6i4.3332>.

of the legal protection available to digital wallet users when they experience a loss of balance without a valid transaction.

METHOD

This study employs normative legal research by examining law as a system of norms governing consumer protection, electronic transactions, and the liability of digital payment service providers. The analysis applies statutory and conceptual approaches. The statutory approach is used to examine the legal framework governing electronic systems, consumer protection, payment services, and dispute resolution, while the conceptual approach is employed to analyze the concepts of legal liability, legal protection, burden of proof, and evidentiary asymmetry in digital-wallet disputes. The legal materials consist of primary legal materials, including relevant statutes and regulations; secondary legal materials, including scholarly books, journal articles, and other legal literature; and supporting documentary materials, including the DANA terms of use and relevant reports concerning balance-loss disputes. The materials were collected through literature and document studies, then systematized and analyzed through legal interpretation, conceptual analysis, and legal argumentation. The analysis focuses on identifying the applicable legal norms, examining their interrelationship, and assessing their adequacy in determining operator liability and providing effective dispute resolution and legal protection for digital-wallet users.

RESULT AND DISCUSSION

Legal Liability of the DANA App Operator for User Losses

The legal liability of digital wallet app operators for user losses resulting from the disappearance of balances without any transactions must be analyzed within the framework of consumer protection and the legal regime governing electronic transactions. In this context, the DANA app functions not only as a payment facilitator but also as a provider of money storage services that rely entirely on the reliability and security of electronic systems. Therefore, any loss suffered by users due to system failure legally imposes liability on the app operator as a business entity. This liability can be analyzed through the application of the principle of strict liability, which holds the business entity liable for losses suffered by consumers without the need to first prove fault, provided that such losses are related to the provision of services for which the operator is responsible.¹²

In addition to the application of the principle of strict liability, the resolution of disputes involving the loss of account balances without any transactions should also be analyzed based on the principle of presumption of liability or the reversal of the burden of proof.¹³ This principle implies that the operator of an electronic system must prove the absence of any error or negligence in the operation of the electronic system under its management. Users generally do not have access to the technical infrastructure, system logs, or security mechanisms of the DANA application; therefore, they are not in a position to independently prove the cause of the balance loss. Thus, the burden of proof should more appropriately rest with the application operator as the party in control of the electronic system to demonstrate that the loss of the balance was not caused by a system failure or negligence in the provision of services. This approach aligns with the objective of consumer protection, which aims to safeguard parties who are, in fact, in a weaker position within the legal relationship.

¹² Yudha Hadian Nur and Dwi Wahyuniarti Prabowo, "Penerapan Prinsip Tanggung Jawab Mutlak (Strict Liability) Dalam Rangka Perlindungan Konsumen," *Buletin Ilmiah Litbang Perdagangan* 5, no. 5 (2011): 177–95.

¹³ Bachtiar Baital, "Asas Praduga Tidak Bersalah Dalam Dimensi Pembuktian: Telaah Teoritik Dari Optik Perlindungan Hak Asasi Manusia," *SALAM: Jurnal Sosial Dan Budaya Syar-I* 2, no. 2 (2015): 241–58, <https://doi.org/10.15408/sjsbs.v2i2.2381>.

The legal liability of the DANA app operator must also be analyzed based on the provisions of Law No. 11 of 2008 on Electronic Information and Transactions, as amended several times, most recently by Law No. 1 of 2024 on the Second Amendment to Law No. 11 of 2008 on Electronic Information and Transactions (hereinafter referred to as the ITE Law). Article 15 of the ITE Law stipulates that every Electronic System Operator is required to operate an electronic system in a reliable, secure, and responsible manner and to ensure the protection of users. In this context, the loss of a user's balance without any transaction activity being carried out or approved by the account holder may indicate a failure in the operation of the electronic system, which requires further proof.¹⁴

This provision is reinforced by the implementing regulations of the ITE Law governing the operation of electronic systems and transactions, which, in principle, require Electronic System Operators to provide compensation for losses incurred by users, unless the operator can prove that the loss was caused by force majeure or the user's own fault, such as knowingly providing an authorization code to a third party. If the loss of funds is proven to have occurred due to a weakness in the security system or a failure of the electronic system under the operator's control, such circumstances may be categorized as a form of defective service, which gives rise to legal consequences in the form of the operator's obligation to provide restitution and compensation to the user.

An analysis of these provisions shows that the legal liability of the DANA app operator for user losses resulting from the disappearance of balances without any transactions is not merely a matter of moral or business ethics, but rather a legal obligation derived from statutory provisions. Fulfilling this responsibility is a crucial part of ensuring legal certainty, consumer protection, and public trust in the operation of digital payment systems in Indonesia.

Legal Protection for Digital Wallet Users from a Legal Theory Perspective

The progressive legal perspective put forward by Satjipto Rahardjo provides a relevant analytical framework for examining legal protections for DANA app users who experience a loss of balance without any transactions. Satjipto Rahardjo views the law not only as a set of written norms, but also as an instrument aimed at protecting the rights of the public from actions that harm others.¹⁵ Thus, legal protection is not sufficiently ensured merely by the existence of laws and regulations; it must also be capable of providing tangible protection for the rights of the people.

In the context of digital wallets, users' rights to system security, certainty of balance ownership, and protection of deposited funds are part of their economic rights that must be protected by law. If a user's balance decreases without any transaction being conducted or approved by the account holder, the law should be able to guarantee the restoration of rights and legal certainty for users as consumers. This situation demonstrates that legal protection must not place users in a vulnerable position due to the dominance of app providers who control electronic systems, transaction data, and security mechanisms.

The application of Satjipto Rahardjo's thinking to the case of lost balances on the DANA app demonstrates that the law must play an active role in creating a balance in the legal relationship between the app operator and the user. The app operator possesses far greater technological, informational, and financial resources than the user, resulting in an imbalance of legal standing between the parties. Therefore, the law must provide proportional protection to users as the party with the weaker legal standing in this relationship. Thus, the protection of digital balances should not be viewed merely as a contractual matter between the operator and

¹⁴ Anindya Bidasari et al., "Tanggung Jawab Perdata Dalam Kegagalan Sistem Pembayaran Digital: Analisis Pasal 1365 KUHPerdata," *Jurnal Kolaboratif Sains* 8, no. 12 (2025): 9036–44, <https://doi.org/10.56338/jks.v8i12.9669>.

¹⁵ Anissa Nabilla and Irwan Triadi, "Filsafat Hukum Sebagai Dasar Pembentukan Norma Dan Prinsip Hukum," *Media Hukum Indonesia (MHI)* 3, no. 4 (2025): 530–37, <https://doi.org/https://doi.org/10.5281/zenodo.17621563>.

the user, but also as a form of the state's responsibility to ensure the security of the public's digital assets a consequence of the development of digital payment systems.

The theory of legal protection proposed by Philipus M. Hadjon complements this approach by dividing legal protection into preventive and repressive forms. Preventive legal protection refers to efforts made to prevent legal violations before they cause harm to society. In the operation of digital wallet services, preventive protection is implemented through regulations that require payment service providers to apply standards for electronic system security, risk management, and the protection of user data and funds.¹⁶ These regulations are reflected in Bank Indonesia Regulation No. 23/6/PBI/2021 on Payment Service Providers (hereinafter referred to as the "PBI on Payment Service Providers"), which requires every Payment Service Provider to implement governance, risk management, and internal control systems to ensure the security and reliability of payment system operations. In addition, the supervision conducted by Bank Indonesia and the obligation to implement information security standards serve as a form of preventive legal protection aimed at minimizing the risk of system failures or the misuse of digital payment services.

Regulations issued by Bank Indonesia and the Financial Services Authority, including the requirement to implement information security standards, constitute a form of government intervention to ensure that digital wallet providers have reliable systems in place before disputes over lost balances arise. Preventive legal protection is also reflected in the obligation of the DANA app provider to educate consumers on the safe use of the service and to ensure transparency regarding the system's security protection mechanisms. This consumer education and transparency are crucial for reducing the risk of account misuse while strengthening users' legal standing. Furthermore, periodic oversight by monetary authorities regarding the integrity of digital payment systems is a key element of preventive protection, as it serves as a control mechanism to prevent system failures that could potentially harm users.

Preventive legal protection is also ensured through the obligation of the DANA app operator to provide users with accurate, clear, and easy-to-understand information regarding the use of the service, the risks of electronic transactions, and account security mechanisms. Consumer education and information transparency play a crucial role in reducing the risk of account misuse while strengthening users' position in their legal relationship with the app operator. Periodic oversight of the integrity of digital payment systems is also part of preventive protection, as it serves as a control mechanism to prevent system failures that could potentially cause losses to users.¹⁷

Reactive legal protection is a form of protection provided after a violation or loss of user rights has occurred. In the case of a balance loss without any transactions on the DANA app, repressive protection is implemented through consumer complaint mechanisms, dispute resolution, and the provision of compensation if a violation of user rights is proven. The consumer complaint service provided by DANA is the first step users can take to seek resolution for the losses they have suffered. In addition, the refund mechanism through the "DANA Proteksi" program is a form of redress provided by the service provider if the specified requirements are met. If resolution through internal mechanisms does not yield satisfactory results, users also have the right to pursue dispute resolution through non-litigation or litigation channels in accordance with applicable laws and regulations. Out-of-court dispute resolution can be conducted through alternative dispute resolution institutions in the financial services

¹⁶ Amadea G. G. Watupongoh, Dientje Rumimpunu, and Sarah D.L. Roeroe, "Tinjauan Hukum Terhadap Perlindungan Konsumen Bagi Pengguna E-Wallet Di Indonesia," *Lex Privatum: Jurnal Fakultas Hukum Unsrat* 15, no. 3 (2025): 1–13.

¹⁷ Maharani Bintang and Asti Sri Mulyanti, "Perlindungan Data Pribadi Pengguna Aplikasi Dana Dari Kejahran Siber Berdasarkan Undang-Undang Nomor 27 Tahun 2022," *INTEGRASI: Jurnal Ilmiah Keagamaan Dan Kemasyarakatan* 3, no. 02 (2025): 109–20, <https://doi.org/10.61590/int.v3i02.199>.

sector, while litigation may be pursued in court if out-of-court settlement efforts fail to reach an agreement.

Although various dispute resolution mechanisms are available, the effectiveness of legal remedies still faces a number of obstacles in practice. The dispute resolution process often requires a lengthy verification process and relies on technical data that is entirely under the control of the app operator. These conditions make it difficult for users to prove the cause of their balance loss, leading to an imbalance in the burden of proof. As a result, remedial legal protections have not yet been fully able to guarantee access to justice for digital wallet users.

An analysis of these two forms of legal protection indicates that legal protection for digital wallet users must be achieved through a balance between preventive and repressive legal protections. Although Indonesia already has various regulations governing the operation of digital payment systems, the effectiveness of legal protection still faces challenges, particularly regarding mechanisms for compensating users for losses resulting from the disappearance of balances without any transactions. When an app operator claims that the system did not fail, while users lack the ability to prove otherwise due to limited access to electronic data, an imbalance in the burden of proof arises that could potentially harm users. Therefore, legal protection can only be considered effective if a reliable preventive system is supported by dispute resolution mechanisms and compensation provisions that are easily accessible, transparent, and provide legal certainty for digital wallet users.

Dispute Resolution Mechanism for Unexplained Balance Losses Without Transactions

Dispute resolution mechanisms are one of the key tools for ensuring legal protection for users of technology-based financial services, including digital wallet users who experience a loss of balance without any transactions having taken place. Normatively, the Indonesian legal system has provided several dispute resolution channels available to consumers, namely through internal resolution mechanisms by service providers, out-of-court (non-litigation) dispute resolution, and litigation in court. The existence of these various mechanisms demonstrates that the state is striving to provide legal certainty while ensuring consumer protection in the operation of digital payment systems.

The initial stage of dispute resolution is generally conducted through an internal complaint mechanism that must be provided by the app operator. This obligation is set forth in Financial Services Authority Regulation No. 6/POJK.07/2022 on Consumer and Public Protection in the Financial Services Sector (hereinafter referred to as the POJK on Consumer Protection), which requires financial services providers to handle and resolve consumer complaints promptly, objectively, transparently, and accountably.¹⁸ In cases where funds are missing from the DANA app without any transactions having been made by the user, the internal complaint mechanism should be able to provide a comprehensive explanation of the cause of the loss by examining the operator's electronic systems and transaction data.

The practice of resolving disputes through internal mechanisms shows that the effectiveness of legal protection still faces various obstacles. App providers often base their investigation findings on internal data that users cannot access or verify. This situation makes it difficult for users to challenge the investigation results presented by the app operators because all technical data including system logs and transaction security information is under the control of the app operators. This situation has the potential to undermine consumers' right to obtain accurate, clear, and truthful information, as guaranteed under Law No. 8 of 1999 on Consumer Protection (hereinafter referred to as the UUPK). Therefore, internal dispute resolution mechanisms do not fully reflect the principle of fairness unless they are accompanied

¹⁸ Nur Kholida, 'Perlindungan Hukum Bagi Pengguna Layanan Pinjaman Online Ditinjau Dari Peraturan Otoritas Jasa Keuangan (Studi Kasus Mahasiswa UIN Kiai Haji Achmad Siddiq Jember)' (Universitas Islam Negeri Kiai Haji Achmad Siddiq Jember 2024).

by transparency of information and a balance of power among the parties involved in the dispute resolution process.

Out-of-court dispute resolution may be pursued if internal complaint mechanisms do not result in a satisfactory resolution for consumers. The Consumer Protection Law (UUPK) provides consumers with the opportunity to resolve disputes through non-litigation mechanisms based on an agreement between the parties. In the financial services sector, such dispute resolution is facilitated by the Alternative Dispute Resolution Institution for the Financial Services Sector (LAPS SJK), which provides mediation, adjudication, and arbitration as alternatives to litigation that are simpler, faster, and more efficient. In addition, the Consumer Dispute Resolution Agency (BPSK) also has the authority to handle consumer disputes in accordance with the provisions of applicable laws and regulations.¹⁹ Although various out-of-court dispute resolution forums are available, their effectiveness in providing legal protection to digital wallet users still needs to be strengthened. In practice, the success of dispute resolution often depends on the app provider's good faith to actively participate in the dispute resolution process and provide access to the necessary data as evidence. If the provider does not disclose the information, the dispute resolution process may fail to result in optimal redress for consumers.

Litigation through the District Court is a legal recourse that may be pursued if dispute resolution through internal or non-litigation mechanisms does not yield satisfactory results. A lawsuit may be filed on the grounds of breach of contract if the service provider fails to fulfill its contractual obligations in providing electronic services, or on the grounds of tort if the user's losses result from the service provider's negligence in maintaining the security of the electronic system. For consumers who have suffered relatively minor losses, the small claims court mechanism can be an alternative because it offers a faster, simpler, and less costly procedure. The effectiveness of dispute resolution through litigation still faces a major obstacle regarding the burden of proof. Users only have evidence in the form of transaction histories, screenshots, or information available on the app, whereas the key data needed to prove the cause of the missing balance such as system logs and transaction security data—is entirely under the control of the app operator. This imbalance in control over the evidence places users in a weaker legal position compared to the app operator.

An analysis of these dispute resolution mechanisms shows that the existence of various dispute resolution channels does not yet fully guarantee legal protection for digital wallet users. The effectiveness of legal protection is determined not only by the availability of dispute resolution forums, but also by the transparency of the process, the balance of power between the parties, and ease of access to electronic evidence. Therefore, dispute resolution mechanisms for balance losses without transactions need to be supported by an evidentiary system that is more consumer-protective, so as to provide real legal certainty and justice for digital wallet users.

CONCLUSION

The research findings indicate that legal protection for DANA app users who experience a loss of balance without any transactions has been normatively regulated through various statutory provisions, particularly Law No. 1 of 2024 concerning the Second Amendment to Law No. 11 of 2008 on Electronic Information and Transactions (ITE Law), Law No. 8 of 1999, and regulations in the field of payment systems. Nevertheless, the implementation of this legal

¹⁹ Bagus Gede Ari Rama, "Alternatif Penyelesaian Sengketa Jasa Keuangan Melalui LAPS-SJK: Perspektif Kepastian Hukum," *International Conference Towards Humanity Justice for Law Enforcement and Dispute Settlement* 1, no. 1 (2022): 22–28, <https://journal.undiknas.ac.id/index.php/icfh/article/view/3923%0Ahttps://journal.undiknas.ac.id/index.php/icfh/article/download/3923/1186>.

protection has not been fully effective because users still face difficulties in the process of providing evidence, limited access to electronic data, and suboptimal dispute resolution mechanisms when balance losses occur without any transactions.

This study also concludes that the operator of the DANA app has a legal responsibility to ensure the security, reliability, and continuity of the electronic system it manages. If a loss of balance is proven to be caused by a system failure or the operator's negligence, the operator is obligated to provide restitution and compensation to the user in accordance with the provisions of applicable laws and regulations. Standard clauses that limit or transfer the operator's liability cannot be used as a basis to override these legal obligations if they conflict with consumer protection provisions. Furthermore, this study found that the existence of dispute resolution mechanisms whether through internal complaints, the Alternative Dispute Resolution Institution for the Financial Services Sector (LAPS SJK), or litigation has not yet been fully effective in providing legal certainty and effective protection for digital wallet users. Therefore, it is necessary to enhance transparency in the complaint-handling process, ensure balanced access to electronic evidence, and improve the accountability of payment system operators so that legal protection for digital wallet users can be realized more effectively.

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