



# Legal Protection for Banks in Cash Processing Cooperation Agreements with Cash Processing Service Providers

Anak Agung Suci Permatasari<sup>1</sup>, I Wayan Wesna Astara<sup>2</sup>, Ni Komang Arini Styawati<sup>3</sup>  
<sup>1,2,3</sup>Master of Notary, Warmadewa University, Denpasar, Bali-Indonesia

permatasarisuci22@gmail.com1

**Abstract.** The research objectives of this article are to analyze more deeply (1) arrangements for implementing cash processing cooperation agreements, and (2) legal protection for banks in cash processing cooperation agreements with Cash Processing Service Provider Companies. The type of research used is a type of normative legal research with statutory approaches, conceptual approaches, and case approaches. The results of the study show that (1) Arrangements for the implementation of cash processing agreements between the Bank and PJPUR have been regulated in Bank Indonesia Regulation Number 18/15/PBI/2016 concerning Rupiah Currency Processing Service Providers, (2) Legal protection for Banks in cash processing activities with PJPUR, can be in the form of preventive protection, namely that sanctions have been regulated for PJPUR who violate the provisions in accordance with Article 18 to Article 22 of Bank Indonesia Regulation Number 18/15/PBI/2016 concerning Rupiah Money Processing Service Providers. Preventive legal protection can also be in the form of strengthening the substance of the Cooperation Agreement, namely by including a clear insurance clause as a security guarantee for the Bank. Repressive legal protection can be found in clauses in agreements that contain dispute resolution in the future, which can be through litigation or non-litigation.

**Keywords:** Legal Protection, Cash Processing, Bank, PJPUR

## 1 INTRODUCTION

The banking system in Indonesia is built with a concept based on the existing economic system. So that the tasks and functions of the bank aim to be able to mobilize and develop potential economic forces to be deployed to increase people's prosperity. Indonesia establishes its economic system as a democratic economic system in accordance with the country's foundation, namely Pancasila. The regulatory framework for this matter may be found in the Indonesian Banking Principle Law, specifically in Article 2 of Law No. 7 of 1992 pertaining to Banking. This article stipulates that Indonesian banking operations are conducted in accordance with the principles of economic democracy and prudence.

© The Author(s) 2023

M. Umiyati et al. (eds.), *Proceedings of the International Conference on "Changing of Law: Business Law, Local Wisdom and Tourism Industry" (ICCLB 2023)*, Advances in Social Science, Education and Humanities Research 804,

[https://doi.org/10.2991/978-2-38476-180-7\\_13](https://doi.org/10.2991/978-2-38476-180-7_13)

To effectively fulfill its role as an Agent of Service and uphold the standard of client service, the Bank must implement dependable cash management practices. Cash management is a company's cash management system so that adequate cash is available, not too much (so that profits do not decrease too much) but not too little that can interfere with the company's liquidity. Cash is the most liquid form of asset that can be used immediately to meet a company's financial obligations.

Discussing the issue of physical cash, of course, it is very related to the regulator, in this case, Bank Indonesia. In accordance with Article 11 of Law Number 7 of 2011 concerning Currency, Bank Indonesia is given the task and authority to manage rupiah currency starting from the stages of Planning, Printing, Issuance, Circulation, Revocation and Withdrawal, to Destruction. Effective management of the Rupiah currency is essential to ensure the maintenance of monetary stability, financial system stability, and availability of the payment system. The currency management of the Indonesian rupiah, carried out by Bank Indonesia, is designed to guarantee the presence of rupiah currency that is suitable for circulation, possesses adequate denominations, is provided in a timely manner to meet public demands, and is safeguarded against counterfeiting attempts. Throughout this process, the emphasis is placed on efficiency and the advancement of national interests.

The need for cash is an absolute thing that cannot be negotiable in a banking operational activity. Cash is part of liquid assets whose existence is needed in services to customers related to physical money. Therefore, the availability and mechanism of distribution of physical money, both rupiah and foreign banknotes in banking work units, must be regulated in such a way as to accommodate current business developments.

The case that occurred at Bank BRI Mataram Branch Office was the starting point for the realization of how necessary it is to discuss legal protection for banks in cash processing cooperation agreements. The beginning of the disclosure of the PT Alpha EMS fraud case was on April 19, 2021, at which time, there began to be a default on the part of PT Alpha, by not picking up cash in all BRI units at the BRI Mataram Branch Office, on the grounds that there were demonstrations and strikes of all workers, due to internal company problems (employee salary payments delayed by 15 days). On April 20, 2021, PT. Alpha is still not operational, thus hampering the service of the BRI work unit in Mataram. Bank BRI Mataram Branch Office immediately carried out a cash hospitalization process at PT. Alpha on that very day. For this incident, the BRI Mataram Branch Office reported to the authorities, and this case was taken over by the BRI Head Office considering the fraud of PT. Alpha occurred in several BRI regions in Indonesia, with a total BRI loss of Rp. 13 billion.

The aforementioned case has reached a final and binding verdict, as indicated by the Central Jakarta District Court Decision Number 278/Pid.sus/2022/PN.Jkt.Pst. In this trial, Ir. Budi Lestono, the Director of PT. Alpha EMS, has been duly and conclusively proven guilty of the offenses of embezzlement and money laundering, as defined under Article 372 of the Criminal Code and Article 3 of Law Number 8 of 2010 pertaining to the Eradication of Money Laundering (Central Jakarta District Court Decision Number 278/Pid.sus/2022/PN.Jkt.Pst).

Departing from the case mentioned above, if we review again, cash processing activities have been regulated in Bank Indonesia Regulations. In Bank Indonesia regulation No. 18/15/PBI/2016, rupiah currency management service providers have been regulated to ensure that the implementation process and cooperation in rupiah currency processing are carried out in accordance with standards set by Bank Indonesia, as well as to encourage or ensure the development of the rupiah currency processing service industry in a healthy and responsible manner.

PBI as the basis and guideline in the implementation of rupiah currency processing service providers, still has vague norms that cause ambiguity in interpreting the provisions in question. In the PBI, the author found 3 articles that have vague norms. Article 12 paragraph (1) states: "PJPUR must submit to Bank Indonesia periodic reports and incidental reports, including all statements, explanations, recordings, and/or documents related to the implementation of Rupiah Money Processing services if requested, according to the forms and procedures determined by Bank Indonesia." In the Article, there is a blurring of the meaning of "periodic" which is not explained with certainty, how long the period in question is, whether every month, every semester or every year. So that in complying with reporting obligations, it can cause doubts for PJPUR in its implementation.

Furthermore, Article 17 related to Risk Management, which states (1) PJPUR must have and implement risk management effectively. (2) Risk management as referred to in paragraph (1) shall at least include: a. active supervision by commissioners and directors; b. adequacy of policies and procedures; c. adequacy of risk identification and mitigation processes; and d. internal control. The vagueness of norms can be found in paragraph (2) numbers b and c, which mention the phrase "sufficiency". The adequacy in question is still qualitative and there is still no definite measure. As we know, when discussing policies and procedures, especially in order to mitigate risks, a provision must have an exact nature that must be met, as an effective reference to align the system in working so that the vision and mission of a process can be achieved. Then Article 23 paragraph (2) which states: (1) In addition to the implementation of sanctions as referred to in Article 18, Article 19, Article 20, and Article 21, Bank Indonesia has the authority: a. to request PJPUR to carry out and/or not carry out certain activities; b. temporarily suspend part or all of PJPUR's activities; and/or c. revoke PJPUR's license.

(2) The exercise of Bank Indonesia's authority as referred to in paragraph (1) shall be based on the following conditions: a. there is a request from the authorities to Bank Indonesia to temporarily suspend PJPUR activities in order to support the applicable legal process; b. there is a written request or recommendation from the competent supervisory authority to stop PJPUR activities; c. the competent supervisory authority has revoked the license and/or stopped PJPUR's BUJP activities; d. there is a Court decision revoking the license of BUJP and/or PJPUR; and/or e. there is an application for cancellation and/or revocation of the license submitted at the initiative of PJPUR".

The blurring of norms that the author finds in this case is that the "supervisory authority" in question is still not explained who is meant. Therefore, there is still confusion about which party has the authority appointed by BI to carry out the supervisory function. Based on this background and thinking, the author is interested in conduct-

ing research related to cash processing activities carried out by PJPUR, and the extent of legal protection for banks in the implementation of the cooperation agreement in question, further research will be carried out by taking into account the theory, principles and provisions in the perspective of agreement law.

## 2 METHOD

The research methodology employed in this thesis is normative legal research. The research problem is addressed through the utilization of three distinct approaches: the legislation approach, the conceptual approach, and the case study approach. The writers of this study utilized three sources of legal materials, including primary, secondary, and tertiary sources. Legal materials that have been collected and grouped are then examined using conceptual approaches, legislative approaches, and case approaches to obtain an overview or answer to the problems that are the focus of study in research. In this study using descriptive analysis of legal materials, namely by describing legal materials first, then analyzing through analytical techniques.

## 3 DISCUSSION

### 3.1 Legal Protection of PT. BankRakyat Indonesia (Persero), Tbk in a cash processing cooperation agreement with PJPUR PT. Alpha EMS

Law is used as a means of peace because it regulates the association of human life. The sole purpose of law is to provide protection in order to achieve justice, and the interests of usefulness and expediency. Legal protection is necessary for all people in every interaction in life, or in every legal relationship that is established. In relation to cash processing activities between BRI and PJPUR, the cooperation agreement between the two parties is one of the preventive legal protection efforts. Where this cooperation agreement is a "rule of the game" that has been agreed in the implementation of legal relations between the two parties. Therefore, it is important to review the cooperation agreement to provide a sense of security, and create justice for both parties.

Viewed from the point of view of its obligations, the Cooperation Agreement between BRI and PT. Alpha EMS, both parties have differences including:

1. BRI as a user of rupiah currency processing services has the following obligations:
  - a) Make payment for the results of cash processing work after the supporting documents have been received by the first party in full;
  - b) Assign workers or appointed first party officials to monitor the implementation of PJPUR activities;
  - c) Conduct cash hospitalization on PJPUR treasures to ensure balance match between the system and real physical cash;
  - d) Make a power of attorney to the PJPUR to carry out additional and/or cash deposits as needed;

- e) Calculate and pay insurance fee obligations, namely Cash In Transit (CIT) and Cash In Safe (CIS) at the Cash Processing Center Vault / Khazanah.
2. PJPUR Company PT. Alpha EMS as an organizer or provider of rupiah currency processing services has obligations, namely:
- a) Provide all facilities and infrastructure (including security and escort) in cash management and cash transport vehicles;
  - b) Must provide services in a timely manner according to the agreed schedule;
  - c) Appoint an officer to accept full responsibility for the overall assignment and to liaise with the Bank on behalf of the PJPUR;
  - d) Submit a report on the implementation of cash processing to the Bank;
  - e) Provide a Work Procedure Operating System and be fully responsible for receiving money from BRI;
  - f) Bear losses arising from the difference in counterfeit money on deposits to Bank Indonesia due to the negligence of PJPUR;
  - g) Bear the costs of fidelity guaranty and personal accident of PJPUR officers;
  - h) It is not allowed to directly or indirectly delegate part or all of its work and or obligations to third parties without written approval from BRI.

Regarding the obligations of PJPUR mentioned above, in Article 18 to Article 22 of PBI No. 18/15/PBI/2016 concerning Rupiah Money Processing Service Providers, sanctions are also regulated for PJPUR if they do not do the things regulated in PBI.

Even though the basis for the implementation of the cash processing cooperation agreement is the Agreement itself which contains all matters mutually agreed between the Bank and PJPUR, including the method of dispute resolution or compensation in the event of default, which indicates repressive legal protection efforts. The provisions regarding this sanction will more or less have a psychological impact on PJPUR companies, because all its activities and business continuity are supervised by Bank Indonesia. This can certainly provide preventive legal protection for the implementation of the cash processing cooperation agreement between the Bank and PJPUR companies. In this case, BRI as the first party to the cash processing cooperation agreement has the right to audit the implementation of services carried out by PJPUR, and has the right to provide advice and input for the benefit of BRI. This is an application of Article 32 paragraph (5) of Bank Indonesia Regulation Number 21/10/PBI/2019 concerning Money Management, in essence banks that hand over money processing activities to PJPUR are given the task by Bank Indonesia to monitor PJPUR performance and ensure the implementation of risk management by PJPUR. The implication is that PJPUR is also charged with the responsibility of maintaining the security of the money entrusted to it, and is not allowed to use it for the personal benefit of the company. Therefore, PJPUR must guarantee and therefore be accountable in accordance with applicable legal provisions. This can be seen as a manifestation of Article 1606 of the Civil Code which states that:

"If the contractor is obliged to do the work alone and the work is destroyed, then he is only responsible for his mistakes" If later it is proven that there is an error from the PJPUR officer that caused the Bank's loss, then this is where Article 1613 of the Civil Code applies, namely; "The contractor is responsible for the actions of those employed by him."

Thus, each party in a cash processing cooperation agreement is bound by obligations and responsibilities in the implementation of the agreement, thus realizing a reciprocal relationship that has legal consequences for the parties. Substance of Cash Processing Cooperation Agreement An agreement, moreover, a cash processing agreement must have strong substance in the explanation of each performance and responsibility of the parties, so that every risk can be mitigated in the context of legal protection of the parties. In the cooperation agreement between BRI KC Mataram and PT. Alpha EMS has been regulated in Article 13 regarding compensation by vendors and in Article 20 related to Default. The Article essentially stipulates that in the event of loss or damage, loss or delay in the delivery of valuables under the control of the vendor based on the agreement, directly or indirectly due to default by the vendor, this compensation will be the vendor's responsibility in the amount of the value of the loss suffered by BRI. In the case that occurred at the BRI Mataram Branch Office, the beginning of the disclosure of the PT Alpha EMS fraud case was on April 19, 2021, at which time, there began to be a default on the part of PT Alpha, by not picking up cash in all BRI units at the BRI Mataram Branch Office, on

the grounds that there were demonstrations and strikes of all workers, due to internal company problems (employee salary payments delayed for 15 days). Through the author's telephone interview with the Operations Manager of BRI Mataram Branch Office, Mr. Komang Suamba Darmayasa that before going through the litigation process, BRI Mataram Branch Office had made non-litigation efforts by mediating with PT. Alpha EMS related to what problems are faced when there is a delay in cash pick-up at the BRI Mataram supervision work unit. Mediation was conducted several times through telephone and meetings with managers and team leaders of PT Alpha EMS, and was conducive. At the time of the third pick-up delay, on April 21, 2021, PT. Alpha is still not operational, thus hampering the service of the BRI work unit in Mataram. The Operations Manager of BRI Mataram took the initiative to hold a hearing directly to the location of PT Alpha EMS, to match BRI's physical cash balance which was in PT Alpha EMS's treasury at that time with the balance recorded in the BRI system. According to the records in the system, the cash of BRI.

Mataram Branch Office is Rp. 13,713,014,600,- (Thirteen Billion Seven Hundred Thirteen Million Fourteen Thousand Six Hundred Rupiah) but at the time of making a withdrawal witnessed by the police, there is a difference of less than Rp. 2,883,013,000,- (Two Billion Eight Hundred Eighty Three Million Thirteen Thousand Rupiah). When the difference in physical cash was found, BRI KC Mataram immediately reported the incident to the local police and to BRI's head office in Jakarta. After the reporting, the BRI Head Office in Jakarta confirmed that the incident by the same vendor had occurred in several BRI Regional Offices in Indonesia, with a total loss of 13 billion, so that this case was taken over by the BRI Head Office in Jakarta.

Through Central Jakarta District Court Decision No. 278/Pid.Sus/2022/PN Jkt.Pst, Director of PT. Alpha EMS Ir. Budi Lestono was tried for embezzlement. In the ruling, stated that the defendant Ir. Budi Lestono has been legally and conclusively proven guilty of committing the crime of "committing embezzlement and money laundering" as regulated and threatened in Article 372 of the Criminal Code and Article 3 of

Law Number 8 of 2010 concerning the Eradication of Money Laundering, and sentenced the defendant Ir. Budi Lestono, therefore with imprisonment for 7 (seven) years and a fine of Rp. 2,000,000,000.00 (two billion Rupiah) subsidair 2 (two) months imprisonment. According to the author, the verdict handed down by this judge is in accordance with his actions which must be personally accounted for. However, the losses suffered by Bank BRI for this fraud have not received recovery to date. According to the author, in addition to embezzlement, it is possible to file a civil lawsuit in order to replace BRI's losses for the fraud. This loss was caused by several violations of agreement No. B.3511A/XI-KC/LYI/10/2017 concerning Cash and Valuable Services.

The case that occurred at the BRI Mataram Branch Office is a reflection of the need for legal protection for the Bank in conducting cash processing cooperation agreements. Bank BRI has provided legal protection efforts in this activity through the issuance of implementation guidelines (Juklak). Based on the Juklak Cash Processing of Rupiah Banknotes and Foreign Banknotes (UKA) issued by BRI Head Office No. JL.44-KPD/09/2020, there are several things that are the basis for the basis for cash processing activities in the BRI work unit, as follows:

1. Money sorting activities using PJPUR are fully the responsibility of the BRI work unit, so the BRI work unit is obliged to conduct regular cash hospitalization.
2. BRI Work Unit must make a Cooperation Agreement (PKS) and/or Work Order (SPK) with PJPUR related to money sorting activities.
3. The PJPUR used must have a valid license from Bank Indonesia (Regulator).
4. Money that is on the way from the BRI work unit to the PJPUR office or vice versa, must be closed Cash In Transit (CIT) insurance. Meanwhile, money that is being sorted at the PJPUR office requires Cash In Safe (CIS) insurance to be closed. The burden of paying CIT and CIS insurance premiums is the burden of the BRI Work Unit.
5. The process of handing over money from the BRI work unit to PJPUR must be stated in the Minutes (BA) and signed by both parties, and written in the sorting register.
6. Money sorting activities must be carried out in closed rooms & restricted areas, using sorting machines and under the supervision of CCTV cameras that function properly.
7. Money sorting activities using third party services become the object of audit, both BRI internal audit and external audit.
8. As a measure to mitigate the risk of misuse (fraud) of money sorted by PJPUR and so that the potential risk can be clearly measured, the SLA for sorting money by PJPUR is H + 1 from the date of handing over money from the BRI work unit and the maximum number of rupiah notes sorted through PJPUR is 30 (thirty) bales or 300,000 (three hundred thousand) bills per day.

Dual control is needed both from the user side, namely banks and regulators, namely Bank Indonesia. Banks must also supervise the implementation of cash processing, considering that this activity is a solution but also full of risks if not closely monitored. The need for a provision to have clear limits on its implementation so that

legal certainty can be achieved and at the same time can provide legal protection for interested parties. Insurance Clause as a Means of Legal Protection The cash processing cooperation agreement is an agreement that has a high level of risk for the Bank. As a service provider, PJPUR companies that apply for a license to open a branch office must meet the requirements of general aspects and feasibility aspects stipulated in Article 36 of the Regulation of Members of the Board of Governors of Bank Indonesia (PADG) Number 22/6/PADG/2020 in one of its paragraphs states that PJPUR must meet the eligibility aspects in the form of: "Have insurance coverage that protects all Rupiah currency processing activities carried out by PJPUR branch offices" With this requirement regulated, it gives responsibility to PJPUR to carry out risk management on the company's performance, to provide legal certainty and protection for stakeholders. Risk management is the top of concern in the implementation of cash processing cooperation, where Article 56 of the PADG Bank Indonesia also states that PJPUR must have and implement risk management effectively in carrying out Rupiah currency processing activities as referred to:

- a. Ensure the adequacy of policies and procedures;
- b. Active supervision by the board of commissioners;
- c. Ensure the adequacy of risk identification and mitigation processes; and
- d. Internal control.

In cash processing agreements, insurance is the most important aspect in the smooth implementation of services. Insurance is a contractual arrangement involving many parties, wherein the insured individual makes regular monetary contributions, known as premiums, in order to receive compensation for potential losses, damages, or liabilities resulting from unanticipated circumstances (Suryanto, 2019).

In PJPUR activities, the scope of the agreement has regulated the minimum clauses that must be in the Cooperation Agreement (PKS) to accommodate the interests of the parties in order to provide a guarantee of security as well as legal protection for the parties, one of which is the insurance clause.

However, according to the author's analysis, the insurance clause stated in the Cooperation Agreement between the Bank and PJPUR does not fully guarantee a sense of security. In PKS Cash Processing between BRI KC Mataram and PT Alpha EMS, an insurance clause has been included which states that Insurance for all cash and/or valuables belonging to BRI and/or BRI customers who are under the supervision/security of vendor officers, consisting of Money Insurance (Cash in Transit and Cash in Safe), and Fidelity Insurance. That the insurance mentioned above including policy payments is borne by the first party, namely BRI. According to the author, this clause does not guarantee that every BRI payment will be able to cover the risk when submitting a claim. Because BRI actually pays cash processing vendor bills every month, including processing and insurance costs. In real conditions in the field, BRI never gets a copy of the policy from the premiums paid every month.

Therefore, penullis felt the need to include additional clauses related to this insurance in the MCC with PJPUR. The clause can be as follows:

1. During the course of this Agreement, the FIRST PARTY shall insure and pay the insurance premium for all Cash In Transit belonging to the FIRST PARTY in the process of the Cash Delivery Service carried by the SECOND PARTY



2. During the course of this Agreement, the SECOND PARTY shall insure and pay the insurance premium for all Cash In Safe belonging to the FIRST PARTY deposited in the CPC (Khazanah) of the SECOND PARTY, which shall be borne by the FIRST PARTY.
3. During the course of this Agreement, the SECOND PARTY shall insure and pay the insurance premium for all cash belonging to the FIRST PARTY with the Fidelity Guarantee if there are circumstances that cause losses to the FIRST PARTY caused by dishonesty of the SECOND PARTY's labor, such as embezzlement and related to legal liability.
4. The SECOND PARTY must submit and submit a Copy of the Cash In Safe and Fidelity Guarantee Insurance Policy to the FIRST PARTY.
5. The SECOND PARTY shall and is willing to compensate all losses suffered by the FIRST PARTY as a result of fraud acts proven to be committed by the SECOND PARTY (whether committed by the Board of Directors, Commissioners or by all Employees of the SECOND PARTY) with the following payment settlement mechanism:
  - a. Settlement of fraud compensation payments for a maximum of 45 (forty-five) calendar days from the time the fraud incident is known to the FIRST PARTY and SECOND PARTY.
  - b. b. If within 45 (forty-five) calendar days as referred to in letter a of this paragraph, it has not been able to fulfill the settlement of losses with the FIRST PARTY, the SECOND PARTY must complete the payment of all losses of the FIRST PARTY along with legal risks both Civil and Criminal no later than 30 (thirty) calendar days from the due date as referred to in point b of this paragraph.
  - c. 6. During the course of this Agreement, the SECOND PARTY is required to report premium payments for the Cash In Safe Insurance policy billed to the FIRST PARTY every month and the Fidelity Guarantee to the FIRST PARTY with a monthly reporting period.
7. During the course of the Agreement, the SECOND PARTY may submit a claim (for CIT Insurance) to the FIRST PARTY or the Insurance company appointed by the FIRST PARTY in accordance with the limits set by the designated Insurance company. Failure to close Insurance is at the risk and responsibility of the PARTIES, in accordance with the provisions of Article 10 paragraphs 1 and 2, hereby release the other party from all losses arising in connection with the failure of the party to insure Cash.

So that with the addition of this clause, it can guarantee banks that insurance premiums paid through vendors have been deposited with the asuradur. By having a copy of the insurance policy, it can give a sense of security to the Bank that every risk has been covered. So that if there is a risk in the future, the Bank can submit a claim with the documents it already has. Thus, legal protection for the Bank can be achieved.

## 4 CONCLUSION

Arrangements for the implementation of cash processing agreements between the Bank and PJPUR have been regulated in Bank Indonesia Regulation Number 18/15/PBI/2016 concerning Rupiah Money Processing Service Providers. By collaborating with PJPUR Company, it is a solution to the obstacles faced by the Bank in managing rupiah currency. In accordance with the Regulation of Members of the Board of Governors of Bank Indonesia

Number 22/6/PADG/2020 concerning Rupiah Money Processing Service Providers, Parties applying for permission to become PJPUR must meet the requirements of general aspects and eligibility aspects. It is important to underline that Bank Indonesia limits money processing activities to be handed over to PJPUR and banks are required to monitor PJPUR performance and PJPUR reliability in conducting risk management.

Legal protection for banks in cash processing activities with PJPUR, can be in the form of preventive protection, namely sanctions have been regulated for PJPUR that violates the provisions in accordance with Article 18 to Article 22 of Bank Indonesia Regulation Number 18/15/PBI/ 2016 concerning Rupiah Money Processing Service Providers. Preventive Legal Protection can also be in the form of strengthening the substance of the Cooperation Agreement, namely by including clear insurance clauses as a guarantee of security for the Bank. Repressive legal protection can be found in clauses in the agreement that contain dispute resolution in the future, either through litigation or non-litigation.

To Bank Indonesia as a regulator and supervisor in rupiah currency management activities, especially in rupiah currency processing activities (cash processing), it should regulate more firmly in the sense that it does not cause a multi-interpretation understanding in Bank Indonesia regulations as the basis for implementing cash processing between the Bank and Rupiah Money Processing Service Providers (PJPUR), so as to provide a sense of security from both parties and legal protection can be Realized. To the Banking as a user in the cash processing cooperation agreement to monitor the performance of PJPUR by ensuring the implementation of risk management by PJPUR. Banks should also strengthen the substance of the Cooperation Agreement related to insurance, especially the submission of copies of insurance policies to banks. Banks are also expected to limit the transfer of money to vendors in accordance with the vendor's capacity in processing, so that there is no idle money in the vendor's treasury and does not open opportunities for abuse by vendors.

## References

1. Albertus, Andreas, 2015, *Hukum Perdata*, Penerbit Selaras, Malang.
2. Artadi, I Ketut dan I Dewa Nyoman Rai Asmara Putra, 2014, *Implementasi Ketentuan-Ketentuan Hukum Perjanjian ke dalam Perancangan Perjanjian*, Udayana University Press, Denpasar.
3. Asmar, Lanka, 2019, *Metode Penemuan Hukum Pembuktian EElektronik dan CCTV Pada PeradilanPidana*, UII Press, Yogyakarta.

4. Astara, I Wayan Wesna, 2018, Hukum Kepailitan Teori dan Praktik, Warmadewa University Press, Denpasar.
5. Badruzaman, Mariam Dams, 2007, Kitab Undang-Undang Hukum Perdata Buku III Tentang Hukum Perikatan Dengan Penjelasan, Alumni, Bandung.
6. Bruggink, 2015, Refleksi Tentang Hukum, Citra Aditya Bakti, Bandung.
7. Cheeseman, Henry R., 2014, Business Law, Pearson Education, Inc, New Jersey.
8. Dendawijaya, Lukman, 2015. Manajemen Perbankan, Ghalia Indonesia, Jakarta,
9. Diantha, I Made Pasek, 201, Metodologi Penelitian Hukum Normatif dalam Justifikasi Teori Hukum, Prenada Media Group, Jakarta.
10. Hadjon, Philipus M. dan Tatiek Sri Djatmiati, 2017, Argumentasi Hukum, Cetakan Kedelapan, Gadjah Mada University Press, Yogyakarta.
11. Hermansyah, 2020, Hukum Perbankan Nasional Indonesia, Kencana, Jakarta.
12. Irwasyah, 2021, Penelitian Hukum Pilihan Metode & Praktik Penulisan Artikel, Radja Grafindo Persada, Jakarta.
13. Nawal binti Kasim, 2016, Shariah Auditing in Islamic financial institutions: Exploring the gap between the “desired and the “actual”, International Small Business Journal, 1-9. Ban Indonesia, 2023, “Synergy and Innovations in Strengthening Resilience and Economic Revival” in collaboration with the Asia-Pacific Applied Economics Association (APAEA), International Business and Finance Journal, 1-10.
14. Peraturan Bank Indonesia Nomor 18/15/PBI/2016 tentang Penyelenggara Jasa Pengolahan Uang Rupiah (PJPUR);
15. Peraturan Bank Indonesia Nomor 21/10/PBI/2019 tentang Pengelolaan Uang Rupiah;
16. Peraturan Anggota Dewan Gubernur (PADG) Nomor 19/19/PADG/2017 tentang Penyetoran dan Penarikan Uang Rupiah oleh Bank di Bank Indonesia;
17. Standar Operasional Prosedur BRI No. 78/STO/11/2022 tentang Pengelolaan Kas.

**Open Access** This chapter is licensed under the terms of the Creative Commons Attribution-NonCommercial 4.0 International License (<http://creativecommons.org/licenses/by-nc/4.0/>), which permits any noncommercial use, sharing, adaptation, distribution and reproduction in any medium or format, as long as you give appropriate credit to the original author(s) and the source, provide a link to the Creative Commons license and indicate if changes were made.

The images or other third party material in this chapter are included in the chapter's Creative Commons license, unless indicated otherwise in a credit line to the material. If material is not included in the chapter's Creative Commons license and your intended use is not permitted by statutory regulation or exceeds the permitted use, you will need to obtain permission directly from the copyright holder.

