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Financial Technology Peer-to-Peer Lending Accountability for Default Events in Channeling Financing Cooperation with Digital Banks

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ABSTRACT

Digital disruption has transformed the banking sector from conventional to digital services, driving new forms of collaboration between digital banks and fintech lending companies. This study aims to analyze the legal aspects and identify the risks involved in channeling financing schemes within these partnerships. With fintech lending dominating Indonesia's fintech ecosystem, digital banks face heightened credit risks due to the unpredictable nature of non-performing loans in fintech. The legal framework governing these collaborations is built on a channeling financing cooperation agreement, highlighting power dynamics and responsibilities between the parties. The findings emphasize the importance of clear and robust regulations to provide legal certainty and protection in such partnerships.

Keywords: Digital Banks, Fintech Lending, Credit Risk, Channeling Financing, Legal Relationship.

INTRODUCTION

Disruption refers to the process of explaining how a new phenomenon successfully competes with the existing one; it is related to the innovation of business models that allow newcomers to enter the market with cheap, easy-to-use, but low-performance products (Martínez-Vergara & Valls-Pasola, 2021). Digital disruption is a condition where there is innovation and massive fundamental changes due to the existence of digital technology. Changes touch various aspects of life, from personal to state. Disruption related to online-based digital technology has the character of changing rapidly, broadly, deeply, systemically, and significantly different from the previous situation (Herold et al., 2023).

Digital disruption has shifted the conventional service mechanism to an electronic one in an accelerated manner (Volberda et al., 2021). The shift from an all-cash transaction or payment mechanism at first, then to an electronic preference, is increasingly seen in various community social and economic activities, including becoming a regular lifestyle. This shift in mechanism also affects banks, which originally paid using cash, now, switching to mobile banking or transactions usually done at tellers are currently only enough through mobile phones. Akyuwen et al. quoted Deloitte's opinion, which stated, "The digital revolution is disrupting the relationship between banks and their clients, and new features continuously appear to enhance customer experience". This is certainly a challenge for banks to maintain their existence as financial intermediaries in the midst of the dynamics of a society that continues to develop.

The demands of changing consumer expectations in the digital era, banks need to transform into digital banks (Kasturi, 2023). The Financial Services Authority (OJK) responded to this phenomenon by issuing Financial Services Authority Regulation Number

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12/POJK.03/2021 concerning Commercial Banks, hereinafter referred to as POJK 12/2021, as the cornerstone of digital banks in Indonesia. A digital bank is a BHI bank that provides and carries out business activities, especially through electronic channels without a physical office other than the head office or using a limited physical office. Digital banks prioritize platform-based and fully digital business processes with a lean and intelligent organizational structure and have advanced digital capabilities (Shivakumar & Sethii, 2019).

The creation of banks with digital services indicates that the banking sector has undergone changes that impact market competition (Shaikh et al., 2017). Keep in mind that banks are not only competing with other banks. There have been high-tech companies that deal with similar services that banks offer that have emerged in recent years, namely financial technology, which is hereinafter referred to as fintech. Fintech can be defined as the use of technology in financial service innovation through the Internet (Puschmann, 2017). These companies have their own payment systems and customer databases that have the impact of reducing some of the bank's profits.

The Fintech ecosystem in Indonesia is dominated by the fintech peer-to-peer lending business model, hereinafter referred to as fintech lending, which is as much as 40% of the entire fintech industry in Indonesia. The Financial Services Authority noted that the outstanding distribution of fintech lending loans reached Rp. 59.64 trillion until December 2023. Some experts and studies argue that the existence of fintech will shift the existence of banks due to the development of digital technology that will continue to transform in the future. Fintech lending has created drastic changes in the financial sector because of innovative products, the potential for fintech disruption has resulted in banks considering fintech as a serious threat (Murinde et al., 2022).

Digital banks in collecting and distributing funds, are far behind fintech, which has dominated the market share first, especially for unbanked people. The encouragement of market and economic factors and banks' obligations in providing credit to Micro, Small, and Menengan Enterprises (MSMEs), digital banks need to cooperate in distributing financing to fintech lending.

Digital banks are currently increasingly active and aggressively collaborating with fintech lending. Bank cooperation with fintech lending can help banks promote financial inclusion, reduce costs, increase bank revenue, and innovate with new products. The rise of cooperation between digital banks and fintech lending can also strengthen the digital ecosystem by utilizing their respective advantages in improving fund distribution services to the community (Muthukannan et al., 2021).

Cooperation between digital banks and fintech lending has been carried out, among others, by Amar Bank to Investree, cooperation in distributing the credit using a channeling financing scheme. Financing with a channeling scheme is also carried out by PT Bank Seabank Indonesia (Seabank) with PT Kredit Utama Fintech Indonesia (RupiahCepat) with a financing cooperation value of Rp. 50,000,000,000.00 (fifty billion rupiah). In addition, PT Bank Jago Tbk (Bank Jago) also relies on a channeling financing scheme with 38 (thirty-eight) partners, including fintech lending AdaKami, Kredit Pintar, and Atome.

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Digital banks act as lenders and fintech lending will continue the funds to customers (borrowers) in the channeling financing cooperation. The existence of legal relationships in the collaboration of digital bank financing and fintech will certainly generate risks. The fintech lending industry is still in development, so it must be at high risk. The segment of credit distribution by digital banks other than unbanked people is Micro, Small and Medium Enterprises (MSMEs) and start-ups. The digital bank market segment certainly has a riskier profile. Digital banks are faced with high credit risk, credit risk is a risk that arises because the debtor cannot return the borrowed funds and the interest that must be paid to the bank. Based on OJK records, TWP90, which is an indicator of bad loans in *fintech lending*, has increased as of March 2023, touching 2.81% to 3.47% in July 2023, to be the highest. The phenomenon of increasing bad loans in fintech will certainly affect digital banks as lenders (borrowers) in channeling collaborative financing schemes.

Credit risk is one of the risks faced by banks as per Article 4 of the Financial Services Authority Regulation Number 18/POJK.03/2016 concerning the Implementation of Risk Management for Commercial Banks, hereinafter referred to as POJK 18/2016. Credit risk is a loss due to the failure of the counterparty to fulfill its obligations. Credit risk arises because the debtor cannot return the borrowed funds and the interest that must be paid to the bank (default). Default as a risk for digital banks as lenders can occur due to business failure, inability to pay, or unwillingness to pay. The risk assessment on credit is left to lenders on fintech.

Rahadiyan and Hawin (2021) stated that the legal relationship among the three involved parties consists of two types. First, the legal relationship between the lender and the borrower is governed by a loan agreement, as regulated in Article 1754 of the Civil Code. Second, the legal relationship between the platform operator and the lender is based on a power of attorney agreement, as regulated in Article 1792 of the Civil Code. Thus, these legal relationships are founded on distinct legal frameworks according to the nature of each agreement.

Channeling financing can only occur if the borrower bears the risk (Article 40 paragraph (1) of the Financial Services Authority Regulation Number 35 of 2018 concerning Financing Companies). The fintech industry has not been able to predict the optimal limit of non-performing loans or NPLs. The high probability of default is due to the segment worked on by fintech having a more risky profile against NPLs. Digital banks, the party that distributes funds, have a risk of the potential loss of all funding or part of it facing default on the borrower of funds. The recipient of the funds (in this case, P2P lending as the organizer) only acts as a manager and obtains rewards from the management of the funds.

Based on this, from the fact that the NPL ratio is quite high in P2P Lending and to the risk in the form of potential loss of all funding or part of the default of the borrower, the funds borne by the digital bank will certainly affect the health level of the bank in the future. The importance of regulation regarding dispute resolution in channeling financing in order to create legal certainty and legal protection is an interesting study in legal research entitled "Accountability of Financial Technology Peer To Peer Lending for Default Events in Channeling Financing Cooperation with Digital Banks"

RESEARCH METHODS

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This research is normative legal research; normative legal research is a research process to research and examine law as norms, rules, legal principles, legal principles, legal doctrines, legal theories and other literature to answer the legal problems studied. The research approach in this writing uses conceptual and legislative approaches. The legal materials in this study consist of primary legal materials, secondary legal materials, and tertiary legal materials. The data collection technique with literature study and data analysis techniques in this writing uses a qualitative method.

RESULTS AND DISCUSSION

Non-Performing Loan Settlement by Digital Banks in Channeling Financing Cooperation to Financial Technology Peer-to-Peer Lending

Non-performing loans or NPLs are risks contained in every credit grant; credit risk arises because the debtor cannot return the borrowed funds and the interest that must be paid to the bank (default) (Makori, 2018). Generally, credit can be stuck due to two things; the first is from the Bank, which, in conducting its analysis, is not thorough, so what must happen is not predicted in advance. Second, from the borrower's side, a credit bottleneck can occur due to the existence of intentional and unintentional elements. The element of intentionality means that the customer deliberately does not intend to pay his obligations so that the credit provided is stuck; it can be said that there is no willingness to pay. The element of unintentionality is the situation in which the debtor is willing to pay but cannot (Makori, 2018). Bad loans in channeling financing can also occur due to the operator, considering that the risk of default experienced by the lender can occur due to errors and negligence of P2P Lending as the operator in the process of evaluating the creditworthiness of the loan application submitted by the borrower.

POJK 10/2022 does not regulate the existence of an agreement between P2P Lending providers and loan recipients, so there is no legal relationship between the provider and the loan recipient. The relationship between the two is only an administrative relationship formed when a prospective loan recipient applies for a loan on the P2P Lending platform to meet the standards proposed by the organizer. In fact, a risk of default by the borrower can arise due to the organizer's negligence in assessing the borrower's data. Based on Article 37 of the Financial Services Authority Regulation Number 77/POJK.01/2016 concerning Information Technology-Based Money Lending Services (POJK 77/2016), the organizer can be held accountable for losses arising from his mistake, the provision of compensation is the right of the lender which P2P Lending must fulfill as the Operator. POJK 77/2016 is no longer valid with the promulgation of POJK 10/2022, which repeals existing regulations regarding P2P Lending. POJK 10/2022 does not regulate the responsibility of the organizer for its negligence as stipulated in Article 37 of POJK 77/2016; this is a weakness in providing legal protection for users in POJK 10/2022, which positions that the organizer is only an intermediary and is not responsible for losses arising from the analysis carried out by the organizer.

Digital banks, as the owner of funds, are the authorities to terminate the provision of credit and bear the risk if the debtor defaults or defaults on the promise (Golubić, 2019). Based on this, in the event of an NPL, the lender actually has the right to collect or to settle the credit,

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but based on the electronic document signed between the operator and the lender against the power of attorney where the lender gives the authority to the operator to be able to make the necessary efforts by the lender to collect all obligations owed by the borrower funds that have passed their due date.

In the event of default or default on the part of the borrower, two ways can be taken by digital banks directly if they do not give power of attorney to P2P Lending as the operator or by P2P Lending if they obtain power of attorney from digital banks, namely by legal remedies carried out by first way out (FWO) and second way out (SWO).

The first way out is to settle financing by way of credit revitalization. Credit revitalization as a first-way-out effort is a step to resolve non-performing loans through renegotiation between banks and borrowers as debtors (Baudino & Yun, 2017). The first way out effort in the settlement of NPLs can be made more than 90 days from the maturity date by rescheduling, reconditioning, or restructuring. Credit revitalization can be given if the customer is in good faith; Mulyadi et al. provide a measure of good faith customers in resolving non-performing loans based on the willingness and ability to pay from the form of customer behavior, among others:

1. The customer is willing to be invited to discuss in order to complete the credit;
2. The Customer is willing to provide correct financial data;
3. The Customer gives permission to the bank to conduct an audit of the financial statements;
4. Customers are willing to participate in the non-performing loan rescue program and carry out the measures the bank provides.

If the first way out effort cannot be carried out or has been carried out but does not provide results, then a second way out can be carried out in the form of legal action. The bank to regain its rights, namely in the form of repayment of credit that the debtor has enjoyed, must be channeled through the applicable legal procedures by requesting legal protection from the court, namely obtaining a civil judgment from the district court, which gives the bank the right to force the debtor to pay off its debt.

Settlement through the court begins with a summons made by the bank to the defaulting debtor; evidence of summons made by the bank is used as evidence of filing a default if, after three summonses, the debtor has not fulfilled its obligations. Settlement can be done with a simple lawsuit (small claim court); the Supreme Court issued Regulation of the Supreme Court of the Republic of Indonesia Number 2 of 2015 jo. Regulation of the Supreme Court of the Republic of Indonesia Number 4 of 2019 concerning Procedures for Settlement of Simple Lawsuits, which is the basis for a quick settlement. A simple lawsuit is filed against a case of breach of promise and/or unlawful act with a maximum material lawsuit value of Rp. 500,000,000.00 (five hundred million rupiah).

Because Collateral is not a mandatory thing, in the event that there is no guarantee, Article 1131 of the Civil Code states that all movable and immovable goods belonging to the debtor, both existing and future, are collateral for the debt's individual obligations. So, all debtor assets automatically become collateral for the debts that have been made so that digital

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banks can carry out legal measures for collection through adjudication mechanisms through litigation and non-litigation channels.

Article 100, paragraph (1) of POJK 10/2022 states that organizers are obliged to apply the principle of resolving consumer disputes in a simple, fast, and affordable manner. Alternative dispute resolution is an alternative step that is appropriate to use in resolving NPLs in channeling financing. Alternative models of dispute resolution that can be used such as Negotiation, opinion remembering, mediation, conciliation, adjudication, and arbitration. Dispute resolution in the financial services sector outside the court is carried out through the Alternative Dispute Resolution Institution for the Financial Services Sector (LAPS-SJK); dispute resolution services in LAPS-SJK can be carried out by mediation, arbitration, or binding opinions.

Accountability of Financial Technology Peer-to-Peer Lending for Default Events in Channeling Financing Cooperation with Digital Banks

The main purpose of credit distribution is to get profits; in addition to providing credit also helps the business development of customers and the government in receiving income in the form of taxes, opening up job opportunities, and the circulation of goods and services will increase, and increasing the country's foreign exchange. Currently, it is not only banks that can distribute financing or credit to the public, especially with the advancement of technology and information today to increase the ease of access for the public in seeking loans, one of which is through Fintech P2P Lending as an innovation in the field of financial services. Inda Rahadiyan SH stated that the development of fintech has resulted in the decentralization of the financial system; this means a condition where there has been an abolition or deployment of the function of centralized financial intermediary institutions.

The disruption of the role of bank intermediation is due to the presence of P2P Lending, which is able to challenge the role and services of banks in the future by simplifying the transaction chain, helping customers make financial decisions, diverse options, and ease of service provided. Based on these circumstances, banks need to determine a step to continue to survive and carry out their function of distributing funds (Blackburn, 2020).

The legal relationship between the organizer and the lender is a power of attorney agreement relationship regulated in Article 1792 of the Civil Code. The Organizer only provides facilities that bring together the lender and the borrower based on the power of attorney that the lender has given. The organizer for and on behalf of the lender agrees on a loan agreement with the borrower. The Organizer does not have the authority to terminate the granting of credit or financing. Digital banks as the funder, are the authorities to terminate credit and bear the risk if the borrower defaults.

Channeling financing can only be carried out if the risk arising from financing activities lies with the owner of the fund. In line with these provisions, if you look at the legal relationship that arises between the lender and the borrower, there will be a lending and borrowing relationship regulated in Article 1754 of the Civil Code, then the funder is the one who bears the risk of distributing financing through P2P Lending. The convenience provided by P2P Lending as an operator in providing access to everyone to be able to give loans and receive loans (Maier, 2016). The conditions for loan recipients are complicated so they can cause

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inaccuracies in the risk assessment of prospective loan recipients. Default is the biggest risk faced in granting credit. A default event is a reality in lending and borrowing activities, so there will be a risk that some or all of the loans will default. A loan is said to have defaulted or NPL occurs when interest and/or principal payments are 90 days or later, or interest payments of 90 days or more have been capitalized, refinanced, or delayed by agreement, or payments are less than 90 days due, but there are other reasons.

The legal relationship between digital banks and fintech lending is a power relationship based on a cooperation agreement. The channeling financing cooperation agreement contains a power of attorney it which is intended for the operator to act for and on behalf of the bank in distributing credit to prospective borrowers/borrowers. Article 1792 of the Civil Code reads that the granting of power of attorney is an agreement by which a person grants power to another person who receives it, for and on behalf of him to carry out a business. There are two parties to a power of attorney agreement consisting of an authority or lastgever (instruction, mandate), the person who is given an order or mandate to do something for and on behalf of the power of attorney (Swennen & Wuyts, 2022).

The measure to bind the power of attorney to the power of attorney is only limited to the length of the authority (volmacht) or mandate given by the power of attorney. If the power of attorney acts beyond the limits of the mandate, the responsibility of the power of attorney is only for the duration of the action, which is in accordance with the mandate given. Meanwhile, the excesses are the responsibility of the attorney in accordance with the "guarantee contract" outlined in Article 1806 of the Civil Code. As a result of the law of such a relationship, all actions taken by the power of attorney to a third party in its position as a formal party are binding on the power of attorney as the principal (material party).

Pratama & Sembada stated that granting power of attorney does not create an obligation like other obligatoir agreements in general, so the power of attorney is indeed given the authority to act on behalf of the power of attorney. Still, he has no obligation to carry it out. So, if the power of attorney does not exercise his power, he cannot be declared to have defaulted. It is different if the power is part of another covenant. For example, in an agreement to give an order or a work agreement, if the agreement that is born in the agreement that contains an element of power is not implemented, then the debtor can be sued on the basis of default.

Based on this, in the financing of channeling, the power of attorney agreement is contained in the cooperation agreement. The cooperation agreement is the basis of the agreement between digital banks and fintech lending, on the basis of which fintech lending not only attaches rights and authorities contained in the granting of power of attorney from the bank but is also bound by the obligations in the cooperation agreement for all processes of managing funds from digital banks to be distributed to the public. The clauses in the cooperation agreement are the basis for fintech lending to act for and on behalf of digital banks in distributing funds (Ivanova, 2019).

It is true that in the legal relationship created between digital banks and fintech lending, it is a power of attorney relationship, which means that in the distribution of financing forwarding, fintech lending has the right and authority to distribute credit to prospective

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borrowers/borrowers of funds for and on behalf of digital banks. So that the legal relationship is created directly between the digital bank and the borrower/borrower of funds, fintech lending is only responsible to the authority given so that the bank cannot be sued for a state of negligence if it is only based on a power of attorney agreement, this is because if the power of attorney is alone in principle only gives authority to the power of attorney, not the obligation.

However, there is a cooperation agreement that provides obligations for fintech lending to manage funds from lenders/lenders. For all forms of negligence that occur by fintech lending, digital banks as lenders/lenders can demand responsibility for the losses they suffer. Moreover, fintech lending must be able to guarantee certainty and protection of lender funds that are being managed by fintech lending.

CONCLUSION

Non-performing loans or NPLs are risks contained in every credit grant; credit risk arises because the debtor is unable to return the borrowed funds and the interest that must be paid to the bank (default). POJK 10/2022 does not regulate the existence of an agreement between P2P Lending providers and loan recipients, so there is no legal relationship between the provider and the loan recipient. The relationship between the two is only an administrative relationship formed when a prospective loan recipient applies for a loan on the P2P Lending platform to meet the standards proposed by the organizer. In fact, a risk of default by the borrower can arise due to the negligence of the organizer in assessing the borrower's data. The legal relationship between fintech lending and digital banks is a power relationship based on a channeling financing cooperation agreement. The granting of power of attorney does not create an obligation like other obligatory agreements in general, so that the power of attorney is indeed given the authority to act on behalf of the power of attorney, but he has no obligation to carry it out. So, if the power of attorney does not exercise his power, he cannot be declared to have defaulted. It is different if the power is part of another covenant. For example, in an agreement to give an order or a work agreement, if the agreement that is born in the agreement contains an element of power that is not implemented, then the debtor can be sued based on default. Based on the channeling financing cooperation agreement, fintech lending can be held responsible for the default event that occurs.

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