

Restructuring of Non-Performing Loans as a Legal Protection Measure for Debtors

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Abstract: This study aims to determine the form of legal protection for customers indicated to have non-performing loans at PT. Bank Sumut Medan, Polonia Branch, based on Bank Indonesia Regulation Number 14/15/PBI/2021. To address this issue, the researcher employs a normative juridical research type with a case study approach and a statutory approach. The data used consists of both secondary and primary data. The data collection techniques include interviews aimed at obtaining data on the resolution of problematic loans through restructuring at PT. Bank Sumut Medan, Polonia Branch, as well as questionnaires for respondents and employees. Additionally, the secondary data in this study consists of legal materials that use books or specific regulations as literature sources. The research results show that the form of legal protection for debtors in non-performing loans can be carried out through restructuring. However, it can be concluded that the loan procedures and requirements applied by Bank Sumut to its customers are already well-structured, and the loans provided are based on a well-utilized percentage of funds. Although the credit regulations implemented by Bank Sumut vary, the rate of non-performing loans remains relatively low.

Keywords: Legal Protection, Debtor, Non-Performing Loan, Banking

1. Introduction

Legal protection for bank customers is an important and compelling topic to examine, as in practice, consumers or bank customers often find themselves in a disadvantaged position. There exists a structural imbalance in the relationship between banks as business entities and customers as consumers. Banks generally hold a stronger position, which often places customers in a situation where they can only accept or reject predetermined terms, without having the opportunity for equal negotiation¹.

Given this asymmetry, it becomes essential to ensure adequate legal protection for bank customers. The banking industry itself is inherently exposed to various risks, including credit risk, market fluctuations, and operational risks. These risks demand sound management, as the banking sector heavily relies on public trust, both domestically and internationally². Maintaining a healthy banking system is therefore imperative to preserve the institution's credibility in the eyes of the public, as banks function as critical intermediaries in the financial system³.

In today's modern life, the existence of banks is vital due to their role in collecting public funds in the form of demand deposits, savings, and time deposits, and redistributing them through credit facilities. This is in accordance with the provisions of Law No. 10 of 1998 on

¹ Bandahar. Saifudin, "Perlindungan Hukum Kepada Konsumen Dalam Perdagangan Transaksi Elektronik Berbasis Online," 2019.

² Ibid.

³ Erwin. Asmadi, *Aspek Perlindungan Hukum Bagi Konsumen Dalam Penggunaan Aplikasi Pembayaran Elektronik (Pembayaran Elektronik)*, 2018.

Banking, which emphasizes the bank's social function in improving the welfare of society at large.

Regulatory oversight of the national banking industry is thus a necessity to maintain a balance between the bank's dual roles as fund collector and fund distributor. In this context, the roles of the Financial Services Authority (OJK) and Bank Indonesia become strategically significant as regulators and supervisors of the banking sector⁴.

The legal relationship between a bank and its customers is essentially contractual in nature, founded upon the principle of prudence. This principle ensures that banks managing public funds are capable of returning those funds when demanded by their depositors. The principle of prudence also plays a critical role in preventing the occurrence of non-performing loans, which are typically caused by both internal and external factors including mismanagement by the bank, poor business practices by the customer, or the customer's failure to fulfill repayment obligations.

There is also another type of relationship between the two parties, namely a non-contractual relationship consisting of trust and confidentiality obligations borne by both parties. The provision of credit is based on an agreement or contract between the bank and the debtor customer. Subekti states that regardless of the form in which the credit is granted, in essence, it constitutes a loan agreement as regulated in Articles 1754 to 1769 of the Indonesian Civil Code (KUHPerduta). The provision of Article 8 paragraph (1) of the Banking Law stipulates that in granting credit, banks must have confidence based on a thorough analysis of the goodwill, ability, and capacity of the debtor customer to repay the debt as agreed.

The elucidation of Article 8 paragraph (1) of the Banking Law explains that the provision of credit carries risks, and therefore banks must always adhere to sound credit principles in its implementation. Furthermore, the elucidation of Article 8 paragraph (1) of the Banking Law states that in order to obtain such confidence, before extending credit, banks must conduct a careful assessment of the character, capacity, capital, collateral, and business prospects of the debtor customer.

This explanation in the Banking Law is referred to in the literature as the 5 C's assessment, namely character, capacity, capital, collateral, and condition of the economy. Therefore, if a person is granted credit facilities by a bank, it is undoubtedly because the person has earned the trust of the bank or financial institution concerned. Article 8 paragraph (2) of the Banking Law obliges banks to have and implement Credit Guidelines in granting credit. For the operational elaboration of Article 8 paragraph (2) of the Banking Law, the Financial Services Authority (OJK) has issued Regulation No. 42/POJK.03/2017 dated July 12, 2017, concerning the Obligation to Formulate and Implement Credit or Financing Policies for Commercial Banks (POJK 42/2017).

The main provisions contained in POJK 42/2017 stipulate that banks must have written credit policies. Such credit policies must at least include all aspects outlined in the credit policy formulation guidelines and must be approved by the bank's board of commissioners. Article 3 of POJK 42/2017 states that the bank's credit policy must at least include⁵:

⁴ Rafiqi Rafiqi, Dauly, Muhammad Ridho Al Hasymi, Utary Maharani Barus, "Tinjauan Yuridis Perlindungan Hukum Bagi Konsumen Terhadap Produk Obat-Obatan Ilegal (Studi Kasus: BPOM Medan). <https://doi.org/10.31289/Juncto.V1i2.206>," *JUNCTO: Jurnal Ilmiah Hukum* 1, no. 2 1, no. 2 (2019): 28–121.

⁵ Bekt. Krestiantoro, "Dengan Jaminan Hak Tanggungan Di PT Bank Rakyat Indonesia (Persero) Tbk Cabang Semarang," 2006.

- a. The principle of prudence in lending.
- b. Credit organization and management.
- c. Credit approval policies.
- d. Credit documentation and administration.
- e. Credit supervision, and
- f. Problem loan resolution.

The above POJK regulates that in formulating credit policies, banks must consider the implementation of risk management as regulated in OJK provisions. Violation of these provisions will result in administrative sanctions and other penalties that affect the assessment of the bank's soundness. Chapter IV Attachment of POJK 42/2017 stipulates that the determination of credit limits must be authorized at each level of the credit-approving officials, which must be established in a hierarchical manner. Officials who have the authority to approve credit bear the responsibility to:

- a. Ensure that every granted credit meets banking provisions and complies with sound lending and financing principles.
- b. Ensure that credit provision implementation is in accordance with the bank's internally formulated credit policies.
- c. Ensure that credit approval is based on honest, objective, careful, and thorough assessment, and is free from the influence of any party with interests in the credit applicant.
- d. Ensure that the granted credit can be repaid on time and does not evolve into a non-performing loan.

It is further stipulated that in assessing credit applications, the following matters must be considered. First, the bank shall only provide credit if the application is submitted in writing by an authorized party. Each credit application must contain complete information and meet the requirements set by the bank, including the credit or financing history from other banks⁶.

Second, credit analysis must be conducted in writing, considering the form, format, and depth of credit analysis according to the amount and type of credit. The credit analysis must reflect all relevant information regarding the applicant's business and data, including findings from the non-performing loans list. Furthermore, the credit analysis must present an objective assessment and must not be influenced by any party with an interest in the credit applicant. It is also stated that the credit analysis must not be a mere formality carried out solely to fulfill lending procedures.

Third, credit analysis must at a minimum include an assessment of the character, capacity, capital, collateral, and business prospects of the debtor, as well as an evaluation of the source of credit repayment, which should emphasize the business results of the applicant. It must also present a legal aspect evaluation of the credit to protect the bank from potential risks.

Fourth, credit approval recommendations must be prepared in writing based on the results of the conducted credit analysis. The content of the credit recommendation must be aligned with the conclusions of the credit analysis. Fifth, every final-level credit approval

⁶ Sari. Mukhsinati, "Analisis Faktor-Faktor Penyebab Terjadinya Kredit Macet Pada Bank "X" Di Kabupaten Jember,," 2011.

must take into account the credit analysis and recommendation. If the credit approval decision differs from the recommendation, a clear written explanation must be provided.

One of the recurring problems faced by Bank Sumut is non-performing loans (NPLs). According to Hendy Herianto, non-performing loans are loans with overdue interest or principal installments, categorized under collectibility levels such as substandard, doubtful, and loss, caused by certain factors. These non-performing loans are of great concern to every bank because they can disrupt the bank's financial condition and may even lead to the termination of its business operations.

Problematic loans hinder banking activities, as a bank's profitability is highly dependent on the volume of credit it extends. On the other hand, customers expect security for the funds they entrust to the bank, based on mutual trust. Therefore, it is crucial to implement supervision, guidance, and preventive measures against non-performing loans to protect public trust and interest. This research aims to examine the legal standing of both parties, namely creditors and debtors, in a credit agreement, particularly in the context of restructuring at PT. Bank SUMUT Medan, Polonia Branch.

2. Method

This research employs a case study approach and a statutory approach, using an empirical juridical research type. The case study focuses on debtors who committed a breach of contract at PT. Bank Sumut Medan, Polonia Branch. The statutory approach is applied through Law No. 10 of 1998. The study utilizes two types of data sources: primary and secondary. Data collection techniques include observation and interviews, aiming to gather information on the resolution of non-performing loans through restructuring at PT. Bank Sumut Medan, Polonia Branch. Secondary data in this research consists of legal materials derived from books and specific regulations used as literature references. The collected data is then analyzed to obtain answers to the research problem, specifically concerning the resolution of non-performing loans through restructuring at PT. Bank Sumut Medan, Polonia Branch.

3. Results and Discussion

PT. Bank SUMUT Medan Polonia Branch is one of the business entities that holds a strategic position in driving national economic growth. Banks function as intermediary institutions by collecting funds and providing credit based on agreements, with the expectation that such credit will be repaid by the debtor. Credit agreements often result in an imbalance of power between the debtor and the creditor.

Loan collateral is one of the crucial clauses in a credit agreement, wherein the bank must be convinced that the debtor will fulfill the repayment obligations after conducting a thorough analysis. If the debtor defaults, the creditor has the right to claim compensation. The provisions in the Indonesian Civil Code (KUHPerdara) state that a debtor is obligated to pay damages and interest if they fail to fulfill their obligations⁷.

⁷ M. Yusrizal Adi Syaputra. Pasaribu, Jhon Amari S, Elvi Zahara Lubis, "Pelaksanaan Gadai Emas Dengan Sistem Syariah," *JUNCTO: Jurnal Ilmiah Hukum* 2, no. 1 (2020): 51–59.

As a form of legal protection, efforts to address non-performing loans that can be utilized by debtors are known as the “3Rs”: (1) Rescheduling, (2) Reconditioning, and (3) Restructuring⁸.

a. Rescheduling

In financial transactions within the banking sector, the term “tenor” is commonly used. Tenor refers to the term or duration of a loan or credit, which specifies the time frame for repayment along with interest. If a debtor falls into non-performing loan status, they may apply for a rescheduling of the loan tenor.

This is also referred to as rescheduling or credit restructuring. In this case, PT. Bank SUMUT Medan Polonia Branch may adjust the tenor of the loan to allow the debtor to resume making installment payments. The bank does this to reduce the burden of repayments, making them more manageable⁹. The extension of the tenor is adjusted according to the debtor’s repayment capacity. Rescheduling refers to the modification of the loan repayment schedule or extension of the loan period, and it is one of the credit restructuring facilities provided by the bank.

b. Reconditioning

When a debtor faces difficulties in meeting repayment obligations, certain conditions in the loan agreement can be modified by the bank to assist the debtor. The debtor only needs to notify the bank of their financial hardship. These modifications may include changes in the repayment schedule, loan term, or other requirements. Reconditioning may be applied as long as it does not alter the maximum credit limit.

This reconditioning is offered by the bank to resolve non-performing loan issues. Through this program, the borrower is expected to at least repay the principal of the loan.

c. Restructuring for Non-Performing Loans

In addition to the two methods mentioned above, PT. Bank SUMUT Medan Polonia Branch can also change the terms of the loan agreement if a non-performing loan occurs. This is known as restructuring. The credit terms are adjusted to ease the debtor’s burden. Restructuring may involve adding credit facilities, converting arrears into a new principal loan, or rescheduling and reconditioning.¹⁰

Restructuring allows PT. Bank SUMUT Medan Polonia Branch to lower the interest rate charged to the debtor. This is done to help the debtor repay the principal during financial hardship. In extreme cases, if the debtor is critically unable to repay the loan, the bank may offer interest waivers, so the debtor is only required to repay the remaining principal. If at any point a debtor cannot continue to make payments, they should not panic or avoid the bank. Instead, the problem should be resolved through deliberation and open-minded discussions so that both the debtor and PT. Bank SUMUT Medan Polonia Branch can reach a mutually beneficial solution.

Based on the above explanation, every legal obligation, whether to perform or refrain from an act, when breached by a debtor, results in an obligation to provide compensation

⁸ Nur Amalia. Ranie, “Perlindungan Hukum Terhadap Kreditur Dalam Perjanjian Kredit Dengan Jaminan Hak Tanggungan Yang Obyeknya Terkena Luapan Lumpur Lapindo.’ Thesis,” 2008.

⁹ Wessy Trisna. Sitorus, Jhovindo, Rizkan Zulyadi, “Perlindungan Hukum Terhadap Korban Tindak Pidana Pencurian Ditinjau Dari Kajian Victimlogi (Studi Putusan No : 20/Pid.B/2017/PN. Mdn).’ <https://doi.org/10.31289/Juncto.V2i1.232>,” *JUNCTO: Jurnal Ilmiah Hukum* 2, no. 1 (2020): 41–50.

¹⁰ Mhd. Yusrizal Adi. Syaputra, “Kajian Hukum Pemberlakuan Perda Kota Medan Nomor 6 Tahun 2003 Perspektif Utilities Theory.’ <https://doi.org/10.31289/Mercatoria.V10i2.1205>,” *Jurnal Mercatoria* 10, no. 2 (2017): 197.

for costs, damages, and interest. PT. Bank SUMUT Medan Polonia Branch must also be accountable for the trust placed in it by its customers (depositors).

Tabel 1.1. Credit Distribution at PT. Bank SUMUT Medan Polonia in 2019–2021

No	Jenis Kredit	Tahun		
		2019	2020	2021
1	Konsumer	Rp394.948.188.635	Rp419.559.222.515	Rp468.938.246.344
2	KUR	Rp723.432.399.054	Rp712.524.222.163	Rp734.046.477.086
3	Koperasi	Rp446.617.800.000	Rp437.605.800.000	Rp139.906.800.000
4	Ritel	Rp562.987.465.332	Rp544.598.226.490	Rp532.922.246.765

Source : PT. Bank SUMUT Medan Polonia (2024)

Based on Table 1.1, it can be seen that among the four types of credit distributed over the past three years (2019–2021), the People’s Business Credit (Kredit Usaha Rakyat or KUR) stands out as the most preferred type of loan among the public. This is evident from the total credit distribution by PT. Bank SUMUT Medan Polonia, where KUR reached the highest figures compared to other credit types, with an average credit distribution amounting to IDR 700 billion. KUR represents a form of credit extended to micro, small, and medium enterprises (MSMEs). At PT. Bank SUMUT Medan Polonia, KUR is already well-known by the wider community, especially among those who own businesses. Many entrepreneurs use KUR from Bank SUMUT to increase their business capital or to expand their operations.

Non-performing loans refer to situations where customers are unable to repay their bank loans on time. Problem loans include substandard loans, doubtful loans, and non-performing loans. These terms are derived from the international terminology “problem loan” and are commonly referred to in English as non-performing loans (NPLs). To address problem loans, two strategies are generally used: credit rescue and credit settlement. PT. Bank SUMUT Medan Polonia Branch implements both of these strategies. Below are the categories of credit collectibility:¹¹

Credit rescue involves negotiations between the bank and the debtor, while credit settlement involves legal institutions such as the State Receivables Affairs Committee (Panitia Urusan Piutang Negara). The bank may conduct routine guidance and issue warning letters to the debtor. If such efforts fail, the bank may proceed with legal action by executing collateral through public auction. The proceeds from the auction are used to settle the non-performing loan, and any remaining balance must be returned to the debtor.

Banks must ensure the debtor’s ability to repay the debt before entering into a credit agreement and must conduct thorough assessments. Additionally, banks may choose to inject capital into the debtor’s business or purchase the pledged collateral under certain circumstances. The level of non-performing loans at Bank SUMUT Medan Polonia is influenced by several factors, including the financial condition of the customer, the continuity of the customer’s business.

¹¹ Rajin. Sitepu, “Analisis Terhadap Masalah Perumusan Pidana Dalam Hukum Pidana.” <https://doi.org/10.31289/Doktrina.V2i1.1997>,” *Doktrina: Journal of Law* 2, no. 1 (2019): 83.

Table 1.2 Frequency of Respondent Reponse

No	Minimum	Maximum	Mean
1	0.7813	0.6977	14.040
2	0.1373	6.3673	1.3878
3	1.0977	1.0691	0.4730
4	0.1682	0.4922	0.0819

Source : Processed Secendary Data, 2024

Based on the table above, it is explained that the frequency values of respondents' responses regarding the level of non-performing loans at PT. Bank SUMUT Medan Polonia show fluctuations in minimum, maximum, and mean values. The highest minimum value is recorded at 1.0977, while the lowest is 0.1373. The maximum value ranges from a highest of 6.3673 to a lowest of 0.4922. The mean value peaks at 14.040 and the lowest mean is at 0.0819.

From the table, it can be concluded that the level of non-performing loans at Bank SUMUT Medan Polonia is generally categorized as low. This conclusion is supported by data indicating that out of 23 respondents, only 7 considered the level of bad loans to be high. These high levels of non-performing loans were primarily attributed to large-scale debtors. Meanwhile, 15 respondents indicated that the level of bad loans was moderate. Most cases of non-performing loans were caused by poor financial conditions of the customers and the bank's lack of collaboration with debtors. Only 1 respondent stated that the level of non-performing loans was low, based on statistical analysis¹².

Furthermore, research on customers who made payments according to the schedule determined by PT. Bank SUMUT Medan Polonia is presented as follows:

Tabel 1.4. Customer Assessment of Loan Repayment Based on the Schedule Set by Bank SUMUT Medan Polonia

No	Penilaian	Jumlah	Persentase
1	Selalu Tepat Waktu	5	11,00%
2	Sering Tepat Waktu	10	60,00 %
3	Kadang-kadang Tepat Waktu	7	26,00 %
4	Selalu Tidak Tepat Waktu	1	3,00%
	Jumlah	23	100

Source : Processed Secondary Data, 2024

Based on the survey results above, it was found that approximately 11% or 5 respondents stated that customers always pay their loans on time, while 60% or 10 respondents indicated that customers often pay on time. Meanwhile, 26% or 7 respondents

¹² Arya Manggala. Yudha, "Eksekusi Lelang Objek Hak Tanggungan Akibat Kredit Macet Pada P.T. Bank Rakyat Indonesia (Persero) Tbk Cabang Jember," 2016, 1–23., n.d.

said that payments were occasionally made on time, and 3% or 1 respondent noted that customers never paid their loan installments on time. From these findings, it can be concluded that the overall payment behavior of customers at Bank SUMUT Medan Polonia falls into the category of “occasionally on time.”

When Law No. 7 of 1992 was amended by Law No. 10 of 1998, a similar provision was emphasized in Article 12A, which states:

Paragraph (1):

Commercial banks may purchase part or all of the collateral, either through public auction or outside auction based on voluntary submission by the collateral owner or based on power of attorney to sell outside auction from the collateral owner, in the event that the debtor fails to fulfill their obligations to the bank. The purchased collateral must be liquidated promptly.

Paragraph (2):

Provisions regarding the procedures for the purchase and liquidation of collateral as referred to in paragraph (1) shall be further regulated by government regulation.

The Explanation of the Article states:

Paragraph (1):

The purchase of collateral by banks through auction is intended to help banks expedite the settlement of debtor obligations. In the event that the bank becomes the buyer of the debtor's collateral, the bank's legal status is equal to that of a non-bank buyer.

Banks may also purchase collateral outside of auction procedures in order to expedite the resolution of the debtor's obligations. However, banks are not allowed to retain such collateral permanently and must promptly resell it so that the proceeds can be utilized immediately by the bank.

Paragraph (2):

The key provisions regulated further by government regulations include, among others:

- a. The collateral eligible for purchase by the bank is that which has been categorized as non-performing for a certain period of time.
- b. The purchased collateral must be liquidated no later than one year after the purchase.
- c. Within the one-year period, the bank may postpone obligations related to the transfer of rights over the collateral in accordance with applicable laws and regulations.

4. Conclusion

The research on Non-Performing Loan Restructuring as a Legal Protection Measure for Debtors (Case Study at PT. Bank Sumut Medan Polonia Branch) demonstrates that credit restructuring serves as a strategic form of legal protection for debtors in dealing with non-performing loans. This process offers debtors the opportunity to fulfill their obligations without resorting to legal proceedings, which could be detrimental to both parties. Ideally, the legal standing between debtor and creditor in a credit agreement should be balanced, in line with the principle of freedom of contract.

Non-performing loans can be triggered by various factors, including internal issues within the bank, external economic conditions, or the debtor's own inability to manage their credit effectively. The resolution strategies implemented include credit rescue and definitive

credit settlement, depending on the debtor's circumstances. In addition, the presence of clear regulations from the Financial Services Authority (OJK) and Bank Indonesia plays a crucial role in ensuring fair legal protection and maintaining the stability of the banking system. Therefore, credit restructuring is not only beneficial for debtors but is also essential for fostering a healthy and sustainable banking relationship.

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