ABSTRAK

Sepanjang tahun 2020 hingga awal tahun 2021 ini dunia tengah dilanda pandemi virus yang dikenal dengan sebutan pandemi COVID-19. Di Indonesia pandemi COVID-19 telah ditetapkan sebagai bencana nasional non alam melalui Keputusan Presiden Nomor 12 Tahun 2020 (selanjutnya disebut Keppres 12/2020). Konsumen atau debitur pada perusahaan pembiayaan konsumen mendalihkan bahwa Keppres 12/2020 ini dapat dijadikan alasan *force majeure* sehingga kontrak yang telah dibuat dapat disimpangi atau dibatalkan. Untuk itu peneliti melakukan penelitian hukum guna menemukan jawaban apakah pandemi COVID-19 dapat dijadikan alasan *force majeure* dalam kontrak pembiayaan konsumen. selain itu, peneliti juga akan menelaah upaya hukum apa yang dapat dilakukan konsumen gagal bayar akibat pandemi COVID-19 atas penetapan wanprestasi pada perusahaan pembiayaan. Penelitian ini merupakan tipe penelitian normatif yuridis dengan pendekatan perundang undangan dan pendekatan konseptual. Hasil dari penelitian ini adalah pandemi COVID-19 meskipun telah ditetapkan sebagai bencana nasional non alam berdasarkan Keppres 12/2020 tidak dapat serta merta dijadikan alasan *force majeure* sehingga para pihak dapat menyimpangi atau bahkan membatalkan kontrak yang telah dibuat. Sebagai bentuk payung hukum, pemerintah telah menerbitkan POJK Nomor 14/POJK.05/2020 tentang Kebijakan *Countercyclical* Dampak Penyebaran *Coronavirus Disease* 2019 Bagi Lembaga Jasa Keuangan Nonbank (selanjutnya disebut POJK 14/2020). Melalui POJK 14/2020 tersebut konsumen terdampak pandemi COVID-19 khsusnya konsumen pada perusahaan pembiayaan konsumen dapat mengajukan restrukturisasi pembiayaan sebagai upaya hukum agar mendapat keringanan pembayaran angsuran kredit.

Kata Kunci: Pandemi COVID-19; Force Majeure; Restrukturisasi Pembiayaan Konsumen.

ABSTRACT

Throughout 2020 until earlier 2021 world is hit by pandemic known as the COVID-19 pandemic. In Indonesia the COVID-19 pandemic has been designated as a non-natural national disaster through Presidential Decree No. 12/2020 (hereinafter referred to as Keppres 12/2020). Consumer or debitor at consumer finance companies argue that this Presidential Decree 12/2020 can be used as an excuse for force majeure so that contracts that have been made can be misled or canceled. For this reason, researchers conducted legal research to find answers to whether the COVID-19 pandemic could be used as an excuse force majeure in consumer financing contracts. In addition, researchers will also examine what legal measures can be made by consumers who fail to pay due to the COVID-19 pandemic for determining defaults in financing companies. This research is a type of juridicial normative research with a statutory approach and conceptual approach. The results of this research are that the COVID-19 pandemic even though it has been declared a non-natural national disaster based on the Presidential Decree 12/2020 cannot necessarily be used as an excuse for force majeure so that the parties can deviate or even cancel the contracts that have been made. As a form of legal protection, the government has issued POJK Nomor 14 / POJK.05 / 2020 concerning the Countercyclical Policy on the Impact of the Spread of Coronavirus Disease 2019 for Non-Bank Financial Services Institutions (hereinafter referred to as POJK 14/2020). Through POJK 14/2020, consumers affected by the COVID-19 pandemic, especially consumers in consumer financing companies, can apply for a restructuring of financing as a legal effort to get relief from credit installment payments.

Keywords: COVID-19 Pandemic; Force Majeure; Consumer Financing Restructuring.