



Settlement of Credit Problems in Four Wheel Motorized Vehicle Financing Agreements at PT. BCA Finance Jayapura Branch

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Abstract

This research was conducted with the aim of finding out and analyzing the resolution of problem loans in four-wheeled motor vehicle financing agreements at BCA Finance Jayapura Branch as a Financing Institution for consumers and obstacles in resolving problematic credit in four-wheeled motorized vehicle financing agreements at BCA Finance Jayapura Branch as a Financing Institution to consumers. This research method is a type of empirical research, observation/survey. Observational/survey research is included in the category of observational research using a survey method, namely: the researcher directly conducts research at a predetermined location by observing and using interviews to obtain/obtain the necessary data. The results of the research reveal that the resolution of bad credit or problem credit taken by BCA Finance Jayapura Branch is generally carried out by internal settlement first through the Service Department and the Problem Account Officer (PAO) Department using deliberation and consensus. Therefore, the pattern of preventing the occurrence of problematic or potentially bad credit in distributing credit financing facilities by financial institutions to consumers must pay attention to the principle of prudence (doctrine of prudence) such as basic principles: character, capacity, capital, collateral, condition of economic, and it is necessary to carry out checks and balances and immediate checks on the validity and authenticity of the documents that are relied upon. So that it doesn't happen that financing institutions only pursue consumer quantity targets and then ignore matters relating to consumer quality, security of the parties and creditworthiness.

Keywords : Credit Settlement, Financing Agreement, Four Wheeled Motorized Vehicles, PT. BCA Finance Jayapura Branch

Introduction

In the current era of the global economy, the need to procure goods by means of credit payments is a necessity that is inevitable in line with the increasingly growing economic growth of society. The many needs that must be met by each individual are not limited to primary and secondary needs but also the availability of tertiary needs, for example the need for financing services for transportation facilities that can accommodate many family members in more comfortable and safe conditions. One type of material guarantee financing service known in positive law is fiduciary guarantee. As a guarantee institution for movable objects, fiduciary guarantees are widely used by the business community.

Previously, the existence of fiduciaries was based on jurisprudence, now fiduciary guarantees are regulated in separate laws. Fiduciary Guarantee as a form of guarantee institution is regulated in Law Number 42 of 1999 concerning Fiduciary Guarantee, hereinafter referred to as the Fiduciary Guarantee Law. It is hoped that this law can fulfill legal needs that can further stimulate national development and guarantee legal certainty and be able to provide legal protection for interested parties.

The process of creating a fiduciary begins with the making of a principal agreement as a debt and receivables agreement between the creditor and debtor, then the object of the fiduciary guarantee is bound in an agreement called a fiduciary guarantee deed as one of the conditions for issuing a fiduciary certificate by the Fiduciary Registration Office.

Objects encumbered with fiduciary guarantees must be registered. The application for registration of fiduciary guarantees is made by the fiduciary recipient, their proxy or representative by attaching a fiduciary guarantee registration statement. The issuance of Regulation of the Minister of Law and Human Rights of the Republic of Indonesia Number 10 of 2013 concerning Procedures for Electronic Registration of Fiduciary Guarantees, changes the procedures for registering fiduciary guarantees. Registration of fiduciary guarantees, which was initially done manually at the Fiduciary Registration Office, can now be done electronically. Symptoms of the increasing need for more comfortable means of transportation can be seen from the increasingly dense traffic of various types of private and commercial vehicles which are increasing day by day. In recent years, data on sales of four-wheeled motorized vehicles in Riau Province has shown a quite fantastic graph of increase (Indomobil Magazine, 2018).

It seems that the government regulations regarding fuel increases at the beginning of February 2021 are based on national economic conditions which in general have not fully improved, but this has not dampened the high interest in purchasing four-wheeled motorized vehicles, which are dominated by private (non-commercial) vehicles. This could be triggered by low interest factors, small DP or non-DP.

The enthusiasm of the Indonesian automotive market has had an impact on the businesses supporting this industry which are also growing and becoming popular. One of these supporting businesses is a consumer financing institution which specializes in consumer financing in the field of four-wheeled motorized vehicles. National demand for four-wheeled motorized vehicles shows an increasing graph from year to year, promising prospects for this

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business. One indicator can be seen from the courage of consumer financing institutions in disbursing funds to the community, which is getting bigger and more expansive day by day.

For consumer finance companies, the actual amount of financing distributed to consumers is relatively small, because the objects financed through consumer financing are consumer goods which are primary in nature to meet their living needs. Apart from that, the risks of the consumer financing business are also increasing, full of obstacles, various forms and patterns of risk modes due to the involvement of many consumers with relatively small costs, so it is safe for those who pay the costs (Munir Fuady, 2014).

For people who experience financial limitations while needing four-wheeled motorized vehicles, it seems that this financing institution's business can provide appropriate, easy and safe options and solutions in meeting their needs in the transportation sector considering the high price of vehicles that must be paid and the price of vehicles continues to increase every year for reasons of new innovation and all news. Under certain conditions, consumers usually have difficulty obtaining or having access to bank credit, so it is clear that the consumer financing business will attract a lot of public interest in obtaining these financing facilities and there is no doubt that.

Info Bank Magazine noted that the contribution of motor vehicle financing (leasing) institutions reached 80% of the entire consumer financing sector. This is supported by data from the Association of Indonesian Financing Companies (APPI) which explains that the purchase of four-wheeled vehicles through financing institutions (leasing) is IDR. 287.5 trillion in 2018, not including purchases of used vehicles, which are half the size of new cars. Meanwhile, Bank Indonesia (BI) noted that the position of automotive consumer financing distributed by non-banking finance companies reached Rp. 378.52 trillion (Majalah Info Bank, 2018).

Starting from Minister of Finance Decree no. 125/KMK.013/1988 concerning Provisions and Procedures for Implementing Financing Institutions, as amended by Decree of the Minister of Finance of the Republic of Indonesia No. 448/KMK.017/2000 dated 27 October 2000, the latest amendment to the Regulation of the Minister of Finance of the Republic of Indonesia Number 84/PMK.012/2006 dated 29 September 2006 concerning Financing Companies, provides an understanding of consumer financing as a financing activity carried out "in the form of providing funds for consumers to purchase goods for which payment is made in installments or periodically by the consumer." From these definitions, the assumption can be drawn that in fact consumption credit and consumer financing are the same, only the party giving the credit is different. If consumer financing is carried out by financial institutions, consumer credit is provided by banks.

Consumer financing is a form of financing carried out by financial companies, in addition to activities such as leasing, factoring and credit cards. Another advantage of this system for society, apart from what has been explained above, is that consumer financing does not require the delivery of anything as collateral, but only the goods being financed are directly encumbered with a fiduciary guarantee. So that consumers continue to control the financing

object and take advantage of the financing object. Apart from the absence of any other collateral apart from the goods being financed (the car), the process of processing consumer financing does not require a relatively long time so consumers tend to choose this consumer financing even though the interest rate is relatively high.

In daily operations, by working together, sellers and consumer finance companies try to make offers to the public (consumers). The offer in question is by selling the motor vehicle on credit. Credit sales here mean that the consumer submits a request to the consumer finance company to give a certain amount of money to the goods provider/supplier/seller to purchase an item, in this case a four-wheeled motorized vehicle, while the recipient of the fee/consumer is obliged to return the money to the consumer finance company whose payment is made in installments. If the application is approved, the consumer finance company will make payment to the seller, then the seller will hand over the four-wheeled motorized vehicle according to what has been agreed (Wardhana, 2022).

In practice, there are four parties involved in a consumer financing agreement, namely the consumer financing company, the consumer, the goods provider/supplier and the insurance party. Between the consumer and the supplier there is a buying and selling relationship, in this case conditional buying and selling, where the supplier as the seller sells goods to the consumer as the buyer, on the condition that the price/or lack of payment will be paid by a third party, namely the provider cost (Amirullah, 2023). This condition means that if for any reason the provider cannot provide the funds, then the sale and purchase between the supplier and the consumer as the buyer will be void. Because there is a sale and purchase agreement, all relevant provisions regarding sale and purchase will apply. For example, there is an obligation to "bear" on the part of the seller, after-sales obligations (warranty), as well as the obligation to bear risks by the insurance company.

In the context of bad credit in banking, bad credit is a latent danger for banking, so that cases of bad credit in banking and consumer finance institutions have once again brought awareness that credit issues are still a very dangerous concern (Eko B. Supriyanto, 2016). To avoid difficulties that arise every time, it is necessary to handle problematic credit appropriately and conductively.

The stages of resolving problem loans are different for each financial institution, and in handling them, consumers sometimes think they are harming themselves. In a financing agreement with a fiduciary guarantee, there is a clause which states that if the debtor does not pay off his debt or does not fulfill his obligations to the creditor, then without going to court first, the creditor has the right and is given the power of substitution for the creditor to take the necessary action, for example taking the goods wherever and wherever they are located and sold in public or privately.

Based on the description explained above, the researcher is interested in conducting research regarding the resolution of problem loans and the obstacles in resolving problem loans in four-wheeled motor vehicle financing agreements carried out by consumer financing institutions, especially at BCA Finance Jayapura Branch for bad/problem loans. , because in current developments there is known Settlement through an external third party called Profkol

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(Professional Collector), Settlement using the Restructurization and Rescheduling method and Settlement using the method of "giving a certain amount of money" to consumers whose installments are stuck so they are willing to release/give the vehicle is in trouble.

Literatur Review

According to Munir Fuady in his book "Law on Financing", the birth of credit with a consumer financing system by financing institutions (leasing) was actually a response to the following facts:

1. Banks are less interested in extending credit to consumers, which is generally small scale credit.
2. Informal payment systems such as those used by loan sharks or middlemen are felt to be very intimidating to the community and very usury oriented. So a system like this is hated and considered usury, and many countries and religions prohibit it.
3. The formal financing system through cooperatives, such as Village Unit Cooperatives, has not developed as expected.
4. Other formal funding sources have many limitations or the system is less flexible or does not meet needs. For example, what Perum Pegadaian does, apart from its limited reach, also requires the delivery of something as collateral. This is very burdensome on society.

Bearing in mind the factors mentioned above, in practice we are starting to look for a funding system that has terms and conditions that are more businesslike and not much different from ordinary credit systems, but that reaches the wider community as consumers. So a system began to be developed called "Consumer Financing".

Again, according to Munir Fuady, credit is divided into two types, namely Sale Credit and Loan Credit. What is meant by Sale Credit is the provision of credit to purchase an item, and the customer will receive the item. Meanwhile, with Loan Credit, customers will receive cash and are also obliged to return their debt in cash at a later date.

In this way, consumer financing is classified as Sale Credit, because consumers do not receive cash, but only receive "goods" purchased with the credit. This consumer financing is nothing other than a type of consumer credit. The explanation that consumption credit is actually substantively the same as consumer financing was stated by A. Abdurrahman as quoted by Munir Fuady: "Credit provided to consumers for the purchase of consumer goods and services is distinguished from loans used for productive and commercial purposes. Such credit can contain greater risks than ordinary trade credit, therefore credit is usually given at a high interest rate." The relationship between consumer finance companies and consumers is a contractual relationship, meaning that the rights and obligations of each party are based on the consumer finance contract. In an agreement, the finance company positions itself as a creditor for consumers, because the consumer finance company has made a number of payments to suppliers for the benefit of consumers. Then the consumer (debtor) is obliged to

return the money to the consumer finance company where payment is made in installments. Motor vehicle consumer financing agreements are made as a form of agreement between consumer financing companies and consumers.

In the current development, the pattern of resolving bad credit problems in Financing Institutions is known as Settlement through an External 3rd party called PROFKOL (Professional Collector), legal entity and registered with the Indonesian Ministry of Human Rights which specializes in Fiduciary Handling Specialists and has a Fiduciary Handling Specialist Certificate, also has a surveillance staff called Eagle Eyes which is outsourced (outsourced employees).

The basis for handling problems by the Debt Collector/Official Profkol is that they have first received a power of execution or hold a withdrawal permit, also known as a Power of Attorney to Carry Collateral (SKMBJ) along with a Fiduciary Certificate plus Payment Pattern or Receivables Card from Leasing/Finance to make withdrawals (execution).) on fiduciary objects that experience problems or problems.

And the legal basis for the birth of Profkol is OJK Regulation Number 30/POJK.05/2014 concerning Good Corporate Governance for Finance Companies, Article 49 POJK and Regulation of the Minister of Finance of the Republic of Indonesia (PMK) Number: 130/PMK.010/2012 dated 7 October 2012 concerning Fiduciary Registration for Finance Companies. Regulatory and supervisory duties in the financial institution sector are regulated in Article 8 and Article 9 of Law Number 21 of 2011 concerning the Financial Services Authority.

According to Article 10 of the Decree of the Minister of Finance of the Republic of Indonesia Number 125/KMK.013/1988 concerning Provisions and Procedures for Implementing Financing Institutions, as amended by Decree of the Minister of Finance of the Republic of Indonesia No. 448/KMK.017/2000 dated 27 October 2000, the latest amendment to the Regulation of the Minister of Finance of the Republic of Indonesia Number 84/PMK.012/2006 dated 29 September 2006 concerning Financing Companies, provides the definition of consumer financing as the meaning is: "A consumer financing activity is carried out in the form of providing funds for consumers to purchase goods for which payment is made in installments or periodically by the consumer."

Research Method

This research method is a type of empirical research, observation/survey. Observational/survey research is included in the category of observational research using a survey method, namely: the researcher directly conducts research at a predetermined location by observing and using interviews to obtain/obtain the necessary data.

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Result and Discussion

Financing Institutions are business entities that carry out financing activities in the form of providing and/or capital goods without withdrawing funds directly from the public. In 2 paragraphs (1) of Presidential Decree Number 61 of 1988 concerning Financing Institutions it is formulated that financing institutions carry out activities which include, among others: Business Leasing (Leasing), Venture Capital, Securities Trading, Factoring, Credit Card Business and Consumer finance.

The financing company referred to above must be in the form of a Limited Liability Company or Cooperative. In the case of a PT financing company, based on Article 8 paragraph (1) of the Decree of the Minister of Finance of the Republic of Indonesia Number 84/PMK.012/2006 dated 29 September 2006 regarding amendments to the Decree of the Minister of Finance of the Republic of Indonesia Number: 448/KMK.017/2000 concerning Companies Financing in conjunction with Article 9 paragraph (3) Decree of the Minister of Finance of the Republic of Indonesia Number: 125/KMK.013/1988 concerning Provisions and Procedures for Implementing Financing Institutions in conjunction with Article 3 paragraph (3) Presidential Decree Number 61 of 1988 concerning Financing Institutions, that company shares Financing can be obtained by:

- a. Indonesian Citizen or Indonesian Legal Entity.
- b. Foreign Legal Entity and Indonesian Citizen or Indonesian Legal Entity (joint venture).

According to Rio Jonathan, Branch Manager Sales Head of BCA Finance Jayapura Branch, in a consumer financing transaction there are 4 (four) parties involved, namely the finance company (as creditor), the consumer (as debtor), the supplier (as dealer) and Insurance company (as risk bearer). Between these four parties there is a coherent relationship with each other, which the author can explain as follows:

- a) Relationship between the financing company (leasing) and the consumer (lessee).
- b) Relationship between the consumer (lessee) and the supplier (dealer).
- c) Relationship between financing companies (leasing) and suppliers (dealers).
- d) Relationship between financing companies (leasing) and insurance (risk bearers) towards consumers.

Researchers can categorize and explain the forms of problem credit resolution in daily practice carried out by BCA Finance Jayapura Branch:

1. Internal Settlement by BCA Finance Jayapura Branch. Internal resolution of problematic credit issues at BCA Finance Jayapura Branch is handled by the Service Department and the Problem Account Officer (PAO)/Collection Department. According to the Head of the Jayapura Branch of the BCA Finance Service Department, he stated that it is the Service Department's obligation to see data on consumer payments that are due but not/unpaid or in arrears, but still make efforts to collect them first in a persuasive manner

through the following stages:

- a. Make telephone contact with consumers (Desk Call). The Desk Call process is taken on consumer receivables that are due within a time interval of 1-14 days. In this Desk Call, a personal approach is prioritized by informing the consumer that the consumer's debt is due, and providing directions or advice to the consumer as the debtor in order to pay off the debt to BCA Finance Jayapura Branch while also stating the legal consequences that will befall the debtor if the debt is not paid. If the time interval of 1-14 days during which the consumer does not respond to the desk call, then the next process will be for the service department to visit the consumer to make further efforts to pay the consumer's debt. This process is called Field Call.
- b. Visiting consumers (Field Call). The persuasive process is carried out by the Service Department by visiting the consumer and is carried out continuously until the 60th day after the credit is due. During this period the debtor can still make installment payments. During the Desk Call and Field Call period, apart from persuasive steps via telephone and persuasive visits, administrative steps are still taken, namely by providing a Warning Letter I to Over Due credit for 7 days, and on the 8th day a Warning Letter II will be sent until the next day. 15th Over Due credit. If after sending this Warning Letter II until the 15th day the consumer has not provided any response then a final Warning Letter III will be sent which has a validity period of 1 week or ends on the 60th day, so that the 61st day or the 3rd month installment period falls During traffic jams, withdrawals are made to secure or temporarily store the vehicle in the leasing pool. However, if the consumer's character is difficult to communicate and the fiduciary object is difficult to find or is hidden, it is pawned to parties such as loan sharks, then this is the absolute reason to delegate it to the profkol, then it becomes the duty and authority of the profkol (professional collector) to withdraw or settle it.
- c. Settlement by the Department of Problem Account Officer (PAO). This department is taking more firm resolution steps and at the same time asking for the consumer's commitment as to whether he can (will) continue the agreement with BCA Finance or not. The Head of the Problem Account Officer (PAO) Department, stated that the settlement by the Problem Account Officer (Collection) Department does not have a settlement time requirement and during that time the vehicle can be towed if there is bad faith on the part of the consumer, after the vehicle is towed by the BCA Finance Branch Jayapura, the settlement procedure carried out is sending a Debt Settlement Letter (SPH) which contains a statement from the financing institution that within 7 days if the consumer does not settle the debt then the vehicle will be categorized as being sold privately or sold through public auction. Handling in the Problem Account Officer Department is still in the Internal resolution method category, carried out by permanent Leasing employees who have SPPI certification (Indonesian Financing Professional Certification) with a working method that is firstly giving consumers + 7 days to pay off arrears plus 1 (one) month later, however, from steps like this the Leasing Collection officer usually asks for cash or fees during the search for the unit.

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2. Settlement by BCA Finance Jakarta (Central). Settlement of problem loans carried out internally by BCA Finance Jayapura Branch does not rule out the possibility of feelings of dissatisfaction arising among consumers/debtors and they escalate the problem to the Regional Police (Polda) because according to consumers there is a criminal element. Usually these cases occur when the consumer feels that the action he is taking is correct and still in accordance with the contents of the agreement, so that when he has a credit problem and the financing institution withdraws the vehicle that is his collateral, he objects. Until this stage, all settlements are still under the authority of BCA Finance Jayapura Branch. However, if the problem continues with the Regional Police (Polda) or results in a lawsuit in court, then the responsibility and authority for resolution will shift and be taken over by the BCA Finance Jakarta (Central) Legal Team. The number of problematic credit cases that reach court at BCA Finance is very minimal, this is because debtors believe that financially they will not be strong enough to litigate against financial institutions that have their own legal teams and strong financial support to litigate up to the level of the Supreme Court of the Republic of Indonesia. in Jakarta which takes up to 5 to 7 years. Moreover, they have signed a financing agreement with a fiduciary guarantee. This means that the evidence that the debtor holds is very weak because the financing agreement contains anticipation in the event of a traffic jam where the creditor is given the right to withdraw the vehicle anywhere and in anyone's hands without going through a court process, because the leasing/creditor also holds a fiduciary guarantee certificate with executorial title.
3. Settlement via Debt Collector/Profkol (Professional Collector) in accordance with OJK Regulation Number 30/POJK.05/2014, Article 49 POJK. After the resolution by the internal Problem Account Officer (Collection) Department of BCA Finance, Jayapura Branch, this did not produce results, in fact the next consumer was very difficult to contact and the vehicle information had been pawned or taken away, used in a far hidden and hidden place, so this was the reason for the transfer. handling the settlement of bad debts through an external 3rd party, namely the Debt Collector named PROFKOL (Professional Collector), legal entity and registered with the Indonesian Ministry of Human Rights which specializes in Fiduciary Handling Specialists and has a Fiduciary Handling Specialist Certificate, also has a Surveillance staff named Mata Elang and has been given a Power of Attorney to Handle Problems called SKMBJ (Power of Attorney to Carry Collateral) along with a Fiduciary Certificate plus Payment Pattern or Receivables Card from Leasing/Finance. The legal basis for the birth of Profkol is OJK Regulation Number 30/POJK.05/2014 concerning Good Corporate Governance for Financing Companies and Regulation of the Minister of Finance of the Republic of Indonesia (PMK) Number: 130/PMK.010/2012 dated 7 October 2012 concerning Fiduciary Registration for Financing Company. Regulatory and supervisory duties in the financial institution sector are regulated in Article 8 and Article 9 of Law Number 21 of 2011 concerning the Financial Services Authority.

Like bank financial institutions, non-banking financial institutions in consumer finance institutions are also not free from problem loans and obstacles in resolving bad credit

problems. In fact, the level of non-performing loans in consumer financing institutions is very high when compared to banking financial institutions, however, non-performing loans in non-banking consumer financing institutions tend to be smaller compared to banking financial institutions. This lies in the way it handles casuistry which is easy to hide and seems subtle and not arrogance like banks which use public auction execution through BPULN State auctions.

From the results of research conducted by researchers, it turns out that there are several things that become obstacles in resolving problematic credit in four-wheeled motor vehicle financing agreements at BCA Finance Jayapura Branch, as follows:

- 1) The vehicle unit is pawned to another party such as a loan shark. A problem that often occurs in the field is that those who are arrested by debt collectors/eagle eye professionals turn out to not be actual debtors, thus becoming an obstacle in resolving the problem of executing fiduciary objects that have been in arrears for a long time. This happens because many naughty debtors pawn, rent or sell their vehicles to other parties. There are even debtors who deliberately make a fake BPKB (Motor Vehicle Owner's Book), even though the original BPKB is still on the lease and can only be collected if they can prove the vehicle installments have been paid in full. However, this eagle-eyed Debt Collector/profkol doesn't want to know whether the BPKB book is real or fake, which in its main duties only focuses on vehicle units whose credit is in arrears, aka bad and will be confiscated and then withdraws the vehicle because they have been in arrears for a long time. They don't care if you are a victim of selling a motorbike or car with a fake BPKB. Of course consumers will object and of course debt collectors/profkols will become obstacles or obstacles in the field in efforts to complete the execution.
- 2) Execution by the Debt Collector/Profkol places too much emphasis on procedural matters. In general, orders that go to the Debt Collector/Profkol are orders from naughty consumers who are more than 3 months in arrears and are difficult to contact and even have their vehicles stolen, hidden, pawned or even sold to other parties, essentially chronic consumers who have bad intentions. Consumers who have good intentions must be protected and have the right to special treatment, but this does not apply to naughty consumers who have bad intentions, such as deliberately not paying monthly installments on the second, third to seventh installments, deliberately running away or hiding the vehicle, being difficult to contact, always disappearing, deliberately pawning, renting or selling the vehicle unit to another party, changing the physical form of the vehicle, even deliberately falsifying the STNK and BPKB.
- 3) Execution of Fiduciary Guarantees in accordance with National Police Chief Regulation no. 8 of 2011. Withdrawal of cars by debt collectors/profkols on the basis of using power from the issuance of a Fiduciary Guarantee Certificate often occurs in practice, this often has a negative impact in the form of objections or resistance from consumers in the field. The police authorities argued that towing vehicles must be in accordance with the instructions of the National Police Chief Regulation no. 8 of 2011 which came into effect on 22 June 2011. The aim is to carry out the execution of fiduciary guarantees in a safe, orderly, smooth and accountable manner; protect the safety of Fiduciary Guarantee

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Recipients, Fiduciary Guarantee Providers, and/or the public from actions that could cause loss of property and/or life safety. However, the practical implementation is not as beautiful as the theory, in reality it is very difficult, causing high costs, increasing administration costs, the frequency of illegal levies is getting higher, and making naughty consumers play an increasingly negative role, leasing is charged with many requirements that must be fulfilled while the fiduciary guarantee object is started to move and was taken away by consumers with bad intentions.

- 4) Obstacles from Third Parties and Fiduciary Consumers. Other obstacles in resolving problematic credit in four-wheeled motor vehicle financing agreements at BCA Finance Jayapura Branch are as follows:
 - a. There were arrests and detention of vehicles by police, forest police and prosecutors, so that consumers experienced long traffic jams to pay installments. Because credit arrears have exceeded the tolerance limit, financing/leasing institutions categorize bad credit, so that leasing and debt collectors/profkol officially take care of taking the unit from the custody of the police, forest police and prosecutor's office, however, they experience various obstacles which the legal authorities argue "as evidence," even though the vehicle unit is still on lease status, meaning it is still not owned by the consumer.
 - b. Picking up vehicle units for other people in the name of RO (Repeat Order) consumers is due to local identity constraints. Repeat Order consumers who show a good credit "report" or good name, usually do not require a detailed survey as is usually applied to new applicants. Problems arise if the vehicle installments do not run smoothly or even stop and they disappear without a word, it is difficult to find them, so that the financing institution as the credit provider continues to charge the consumer whose name is listed in the agreement, even though in reality the vehicle is not in the consumer's hands.

Conclusion

Based on the results of the research above, the conclusions that can be drawn by the authors are as follows:

1. The results of the researcher's research regarding the resolution of bad credit or problematic credit carried out by BCA Finance Jayapura Branch is generally carried out by internal settlement first through the Service Department and the Problem Account Officer (PAO) Department using deliberation to reach a consensus by offering various solution options such as Rescheduling (rescheduling), Reconditioning (reconditioning) and Restructurization (rearranging). Especially for naughty consumers who have very bad intentions, the settlement is handed over to an external third party, namely a Debt Collector named Profkol (Professional Collector) who is a legal entity, registered with the Indonesian Ministry of Human Rights and Human Rights which specializes and has a

Fiduciary Handling Specialist Certificate, and also has surveillance personnel who Named Eagle Eyes, it is Outsourced (outsourced employees), the way it works is to directly withdraw the unit and hand it over to the specified (nearest) pool. Next, from confiscation and handing over the unit to the leasing pool, the Leasing plan is to proceed to a public auction or private sale by inviting used car dealers/showrooms with at least 2 (two) showroom partners to see and estimate the price of the unit being auctioned. If in the end the problem goes to court due to a lawsuit or a Police Report (L/P.) then the settlement is carried out by BCAFinance Jakarta Center through the Legal Office Team, but lawsuits that reach the Court are very rare due to the high costs of litigation and take quite a long time. long and not necessarily win.

2. From the results of research conducted by researchers, it turns out that there are several things that become obstacles in resolving problematic credit in four-wheeled motor vehicle financing agreements at BCAFinance Jayapura Branch, including: Pawning of vehicle units to other parties such as loan sharks, Withdrawal of vehicle units that are fiduciary collateral objects by the Debt Collector / Profkol puts too much emphasis on procedural matters, the execution of fiduciary guarantee objects is forced to comply with National Police Chief Regulation no. 8 of 2011 and there was resistance from the third party holding the object from the fiduciary consumer because the vehicle unit was in the name of the Repeat Order/RO consumer.

Suggestion

After drawing the above conclusions, the authors recommend the following steps:

- 1) The pattern of preventing the occurrence of problematic or potentially bad credit in distributing credit financing facilities by financial institutions to consumers must pay attention to the principle of prudence (doctrine of prudence) such as basic principles: character, capacity, capital, collateral, condition of economics, and It is necessary to carry out checks and balances and immediately check the validity and authenticity of the documents that are relied upon. So that it doesn't happen that financing institutions only pursue consumer quantity targets and then ignore matters relating to consumer quality, security of the parties and creditworthiness.
- 2) For consumers who experience problems with bad credit or problematic credit, they should be cooperative and establish intensive communication and good cooperation with financing institutions so that solutions can be found for the problems that befell them, because in practice in several cases the provisions for sanctions are actually clearly stated. in a Financing Agreement with a Fiduciary Guarantee, a soft settlement can be obtained that benefits the consumer, so that lawsuit disputes that are about to be taken to court can be minimized or even avoided. To prospective consumers, the author recommends that you should avoid as far as possible credit financing or purchasing goods/personal units (non-commercial) using debt (credit), because it is very high risk, principal costs plus interest, provision costs and administrative costs, not yet again the crushing burden of capitalist profits, unless it is really to develop a business that has prospects. However, if

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you can choose, choose sharia system financing (murabahah contract or mudharabah contract) in order to avoid the element of usury which according to Islamic teachings is haram and usury can damage the faith (Q.S.Al-Baqarah 275 and MUI Fatwa 2003), then make the credit tenor period to save so as to shorten the time you have.

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