BANK INDONESIA REGULATION
CONCERNING
THE BANK INDONESIA REAL TIME GROSS SETTLEMENT SYSTEM

THE GOVERNOR OF BANK INDONESIA,

Considering : a. whereas to support the achievement of an efficient, expeditious, secure, and reliable payment system for upholding financial system stability, Bank Indonesia has implemented the Bank Indonesia Real Time Gross Settlement System;

b. whereas to provide greater legal certainty for processing of transactions through the Bank Indonesia Real Time Gross Settlement System, it is deemed necessary to enact legal provisions concerning the Bank Indonesia Real Time Gross Settlement System in a Bank Indonesia Regulation.

In view of : 1. Act Number 7 of 1992 concerning Banking (State Gazette of the Republic of Indonesia Number 31 of 1992, Supplement to the State Gazette Number 3472) as amended by Act Number 10 of 1998 (State Gazette of the Republic of Indonesia Number 182 of 1998, Supplement to the State Gazette Number 3790);

2. Act Number 23 of 1999 concerning Bank Indonesia (State Gazette of the Republic of Indonesia Number 66 of 1999, Supplement to the State Gazette Number 3843) as amended by Act Number 3 of 2004 (State Gazette of the Republic …
the Republic of Indonesia Number 7 of 2004, Supplement to the State Gazette Number 4357);

HAS DECREED:

To enact: THE BANK INDONESIA REGULATION CONCERNING THE BANK INDONESIA REAL TIME GROSS SETTLEMENT SYSTEM.

CHAPTER I
GENERAL PROVISIONS

Article 1

The terminology used in this Bank Indonesia Regulation is defined as follows:

1. “Bank Indonesia-Real Time Gross Settlement System,” hereinafter referred to as “BI-RTGS System,” is a system for electronic funds transfer among Members in the rupiah currency with settlement processed on an individual per transaction basis.


3. “BI-RTGS System Member,” hereinafter referred to as “Member,” is Bank Indonesia, a Bank, and a Non-Bank Party meeting the requirements stipulated by Bank Indonesia.


5. “Non-Bank Party” is a Government Agency, International Financial Institution, and other agency that in the opinion of Bank Indonesia is eligible to hold a Demand Deposit Account at Bank Indonesia in accordance with the Bank …
Bank Indonesia regulations concerning operation of Demand Deposit Accounts at Bank Indonesia by external parties.

6. “Principal Member” is a Member that may process BI-RTGS system transactions directly by using an RTGS Terminal owned by that Member.

7. “Subsidiary Member” is a Member that may process BI-RTGS system transactions indirectly with the transactions processed by Bank Indonesia officers using an RTGS Terminal owned by Bank Indonesia.

8. “Demand Deposit Account” is an account held by specified external parties at Bank Indonesia as a means for administration of transactions in deposit funds subject to withdrawal on demand.

9. “Settlement” is the activity of debiting and crediting Demand Deposit Accounts of Members and/or other accounts at Bank Indonesia.

10. “RTGS Central Computer,” hereinafter referred to as RCC, is a computer system located on the premises of the Operator and used to process the Settlement of all transactions placed by Members, consisting of the Main RTGS Central Computer and Backup RTGS Central Computer.

11. “Main RTGS Central Computer,” hereinafter referred to as Main RCC, is the RCC used under normal conditions.

12. “Backup RTGS Central Computer,” hereinafter referred to as Backup RCC, is the RCC used as backup in the event of malfunction or emergency rendering the Operator unable to use the Main RCC.

13. “RTGS Terminal,” hereinafter referred to as RT, is a computer system on the premises of the Member connected on-line to the RCC and used by the Member to process various BI-RTGS System transactions. This system consists of RTGS Terminal Servers, namely the Main RTGS Terminal Server and Backup RTGS Terminal Server, and the RTGS Terminal Workstations.

14. “Main RTGS Terminal Server,” hereinafter referred to as Main RT Server, is a computer device loaded with RT and the BI-RTGS System database applications …
applications used by the Member to process transactions under normal conditions.

15. “Backup RTGS Terminal Server,” hereinafter referred to as Backup RT Server, is a computer loaded with the RT and the BI-RTGS System database applications used by the Member to process transactions in the event of any malfunction or emergency rendering the Member unable to use the Main RT Server.

16. “RTGS Terminal Workstation,” hereinafter referred to as RT Workstation, is a computer loaded with the RT application and connected to the Main RT Server or Backup RT Server used by Members for book entry of transactions and various other functions of the BI-RTGS System.

17. “Queuing System” is a mechanism that orders the sequence of payment transactions from certain Members for whom the Main RCC or Backup RCC is unable to process Settlement by reason of insufficient balance in the Demand Deposit Accounts of those Members.

18. “Operating Hours” is the time during which an RT may receive and/or send funds transfers through the BI-RTGS System.

CHAPTER II
THE OPERATOR

Article 2

In operating the BI-RTGS System, the Operator is required to perform the following:

a. provide the RCC;

b. ensure the proper functioning of the RCC;

c. provide communications lines connecting the Main RT Server or Backup RT Server with the Main RCC or Backup RCC;

d. provide the RT application and any changes thereto;

e. monitor …
e. monitor:
   1. success in RT communications access to the RCC; and
   2. the balance of Demand Deposit Accounts of Members at Bank Indonesia at end of day;
f. provide a help-desk for assistance related to operational difficulties experienced by Members in using the BI-RTGS System;
g. provide services to Members in regard to membership in the BI-RTGS System.

Article 3

(1) Bank Indonesia shall stipulate the fees and fee scales payable by Members for use of the BI-RTGS System.
(2) Bank Indonesia in its capacity as Operator shall charge Members fees for use of the BI-RTGS System.

CHAPTER III
MEMBERS
Section One
Membership Requirements and Status

Article 4

The legal relationship between the Operator and Members is set out in the “Bank Indonesia Agreement with Members for Use of the BI-RTGS System”.

Article 5

(1) The parties eligible to become Members in the BI-RTGS System are:
   a. Bank Indonesia;
   b. Banks;
   c. Non-Bank …
c. Non-Bank Parties.

(2) Banks as referred to in paragraph (1) letter b are required to be Members.

(3) If a Bank conducting conventional business also conducts business based on sharia principles, membership of offices conducting conventional business must be separate from that of offices conducting business based on sharia principles as represented by the sharia division.

(4) A Non-Bank Party may become a Member subject to approval by Bank Indonesia, insofar as the membership of that party is for expediting the operation of the national payment system.

Article 6

(1) Members in the operation of the BI-RTGS system shall be differentiated by:
   a. Principal Members;
   b. Subsidiary Members.

(2) Any Bank and Non-Bank Party intending to become a Principal Member shall meet the following requirements:
   a. hold a Demand Deposit Account at Bank Indonesia; and
   b. has in place an RT Main Server, RT Backup Server, and RT Workstations with peripherals as stipulated by Bank Indonesia.

(3) Approval for a Subsidiary Member may be issued by the Operator if the Bank has a Demand Deposit Account at Bank Indonesia but is unable to put into place the RT and peripherals as referred to in paragraph (2) letter b.

(4) A Subsidiary Member given approval as referred to in paragraph (3) is required to become a Principal Member no later than 1 (one) year commencing from the date of membership as Subsidiary Member.

(5) The Operator may extend the time referred to in paragraph (4) on the basis of certain considerations.

(6) The Operator …
(6) The Operator may downgrade the membership of a Principal Member to Subsidiary Member in the event of:
   a. process for settlement of the rights and liabilities of the Member pertaining to revocation of the operating license of the Member by a competent agency or institution; and/or
   b. special request by the competent supervisory agency or institution for the Member.

(7) Change in membership as referred to in paragraph (6) shall not require amendment to the membership documents in the BI-RTGS System.

(8) In the event of any change as referred to in paragraph (6), the rights, obligations, and responsibilities of the Member shall be subject to the provisions concerning rights, obligations, and responsibilities of a Subsidiary Member.

Article 7

Membership status in the BI-RTGS System shall be differentiated into:
   a. active;
   b. suspended;
   c. frozen; and
   d. closed.

Article 8

A Member with active status as referred to in Article 7 letter a may perform the following:
   a. send transfers;
   b. receive transfers; and
   c. perform all other functions in the RT.
Article 9

(1) A Member whose membership status is suspended as referred to in Article 7 letter b may receive transfers and perform all other functions in the RT with the exception of sending transfers.

(2) Status shall be changed from active to suspended for the following reasons:
   a. the Demand Deposit Account of the Member at Bank Indonesia has a negative balance at the cut-off time for the BI-RTGS System; and/or
   b. written request from the competent supervisory agency or institution for the Member.

(3) Written request from the competent supervisory agency or institution for a Member as referred to in paragraph (2) letter b shall be based on the following considerations:
   a. violation of laws and regulations governing the banking system and payment system or of laws and regulations pertaining to Non-Bank Parties and Member internal regulations; and/or
   b. preventive actions against risks that may endanger the survival of the Member and/or the banking system.

(4) A Member with suspended status by reason of the condition referred to in paragraph (2) letter a may be reinstated as active Member if the Demand Deposit Account of the Member at Bank Indonesia does not have a negative balance.

(5) A Member with suspended status by reason of the condition referred to in paragraph (2) letter b may be reinstated as active Member upon written request for change in that membership status by the competent supervisory agency or institution for that Member.

(6) As long as a Member is suspended, funds received by the Member may not be used for settlement of transactions within the Queuing System.

Article 10 …
Article 10

(1) A member whose membership status is frozen as referred to in Article 7 letter c may only use the enquiry facility.

(2) Membership status may be changed from active to frozen or from suspended to frozen upon written request from the competent supervisory agency or institution for the Member by reason of the considerations referred to in Article 9 paragraph (3).

(3) A Member whose membership status is frozen as referred to in paragraph (2) may be reinstated to active status after written request from the competent supervisory agency or institution for a Member for change of the membership status.

Article 11

(1) For Bank Members, the Operator may change membership status to closed on the basis of written request from the competent supervisory agency or institution for the Member by reason of the considerations referred to in Article 9 paragraph (3) or any decision concerning merger, acquisition, consolidation, or revocation of the operating license of the Bank.

(2) For Non-Bank Members, the Operator may change the membership status to closed on the basis of:
   a. written request of the Member; or
   b. written request from the competent supervisory agency or institution for the Member by reason of the considerations referred to in Article 9 paragraph (3).

(3) Upon change of membership status as referred to in paragraph (1) and paragraph (2), the Operator shall terminate the membership of the Member in the BI-RTGS System.

Article 12 …
Article 12

(1) Change in membership status to suspended as referred to in Article 9 paragraph (2) letter a shall become effective from the opening of the BI-RTGS System (RCC Open) on the subsequent working day after negative balance in the Demand Deposit Account of the Member at Bank Indonesia that could not be replenished by the cut-off time for the BI-RTGS System.

(2) Bank Indonesia shall announce any change in membership status as referred to in paragraph (1) to all Members by means of the administrative message facility or other means at 09.00 hours local time in Jakarta on the day at which the change in membership status becomes effective.

(3) Change of membership status to suspended as referred to in Article 9 paragraph (2) letter b, change of membership status to frozen as referred to in Article 10, and change of membership status to closed as referred to in Article 11 shall be immediately effective upon approval by the Operator of the written request from the competent supervisory agency or institution for the Member.

(4) Bank Indonesia shall announce any change of membership status as referred to in paragraph (3) to all Members using the administrative message facility or other means as soon as the change in membership status is effective.

Section Two
Obligations of Members

Article 13

(1) In the operation of the BI-RTGS System, each Member is required to:
   a. ensure the proper functioning of the Main RT Server, Backup RT Server, and RT Workstations;

   b. prepare …
b. prepare written policy and procedures to support proper internal control in the operation of the BI-RTGS System, including security procedures for use of the BI-RTGS System at the Member premises;
c. submit the written policy and procedures as referred to in letter b and any amendment thereto to Bank Indonesia, subject to the following provisions:
   1. the overall policy and procedures shall be submitted no later than 6 (six) months from the date of membership in the BI-RTGS System;
   2. any amendment shall be submitted no later than 1 (one) month after the amendment is made;
d. conduct internal examination to ensure the security of operation of the BI-RTGS System no less than 1 (one) time each year and submit a report on the internal examination to Bank Indonesia no later than 2 (two) months after the internal examination;
e. conduct a security audit at least 1 (one) time within a period of 1 (one) year commencing from the membership date and upon any change in the internal information system technology of the Member pertaining to the BI-RTGS System and submit the security audit to Bank Indonesia no later than 2 (two) months after conducting the security audit;
f. post in writing at each office of the Member the fees stipulated by Bank Indonesia for transactions conducted through the BI-RTGS System; and
g. have guidelines in place for the Business Continuity Plan or Disaster Recovery Plan.

(2) Implementation of the provisions referred to in paragraph (1) letters b, d, e, f, and g shall be guided by and not contravene this Bank Indonesia Regulation, its implementing regulations, and the written agreement among Members (By-Laws).
Article 14
The management and/or executive officers of a Member Bank are required to take the necessary measures to ensure the compliance of the Member Bank with this Bank Indonesia Regulation.

CHAPTER IV
OPERATION OF THE BI-RTGS SYSTEM
Section One
Transactions in the BI-RTGS System
Article 15

(1) The BI-RTGS System may be used for credit transfers and debit transfers.

(2) Credit transfers as referred to in paragraph (1) shall take the form of:
   a. single credit transactions; and/or
   b. multiple credit transactions.

Article 16

(1) Bank Indonesia in its capacity as Member may conduct credit transfers and debit transfers.

(2) Members other than Bank Indonesia may use the BI-RTGS System only for credit transfers.

Article 17

(1) Based on the origin of transfer instructions and the destination of transfer, transfers as referred to in Article 15 paragraph (1) encompass transfers:
   a. from Members to other Members;
   b. from Members to customers of other Members, and vice-versa; and
   c. from customers of Members to customers of other Members.

(2) Principal …
(2) Principal Members may conduct all of the transactions referred to in paragraph (1).

(3) Subsidiary Members may only conduct transactions as referred to in paragraph (1) letter a and letter b subject to the restriction that transactions of the Member to customers of other Members may extend only to transactions to customers of Bank Indonesia.

(4) In the event of malfunctioning as referred to in Article 38 paragraph (2) and paragraph (3), the Principal Member may conduct only the transactions that may be conducted by Subsidiary Members as referred to in paragraph (3).

Article 18

(1) The Operator shall determine Transaction Reference Numbers (TRNs) and the procedure for filling in information for each Transaction Reference Number (TRN) as reference to be used by Members in sending transactions through the BI-RTGS System.

(2) The Operator shall not check for correct use of Transaction Reference Numbers (TRNs) by Members, and accordingly any and all risks arising from use and misuse of Transaction Reference Numbers (TRNs) shall wholly constitute the liability of the Member.

Article 19

(1) In sending transactions through the BI-RTGS System, Members are required to use Transaction Reference Numbers (TRNs) according to their designated use and to comply with the procedure for filling in information for Transaction Reference Numbers (TRNs) established by the Operator as referred to in Article 18.

(2) In the event that a sending Member uses a Transaction Reference Number (TRN) not in compliance with the provisions referred to in paragraph (1), the …
the receiving Member may return the transfer received from the sending Member.

Article 20

(1) In the specific case of transactions from sending Members to customers of receiving Members, transactions from customers of a sending Member to a receiving Member, or transactions from customers of a sending Member to a customer of a receiving Member, if sent after the expiration of the deadline for settlement of transfer in customer name and the sending Member does not use the IFT000000 Transaction Reference Number (TRN), the sending Member shall be required to compensate the receiving Member in the amount of Rp 10,000,000 (ten million rupiahs) for each transaction.

(2) Imposition of payment of compensation as referred to in paragraph (1) shall be based on information reported by the receiving Member to the Operator.

Section Two

Settlement

Article 21

(1) Settlement of transactions through the BI-RTGS System shall be processed subject to availability of sufficient balance in the Demand Deposit Account of the Member at Bank Indonesia.

(2) Any transaction in which Settlement has been processed is final.

(3) A transaction as referred to in paragraph (2) may only be cancelled if it fulfils the provisions referred to in Article 29.
(1) In the event that a Member has sent a transaction and the Demand Deposit Account of the Member has insufficient balance, the transaction originated by the Member shall be placed in the Queuing System.

(2) The Operator shall designate the importance of transactions placed in the Queuing System as referred to in paragraph (1) as follows:
   a. priority transactions, consisting of:
      1. transactions from Members to the account of the Government of Indonesia at Bank Indonesia, and vice-versa;
      2. transactions from Members to Bank Indonesia and vice-versa;
      3. transactions from Members to other holders of accounts at Bank Indonesia and vice-versa; and
      4. transactions from customers of Members to the account of the Government of Indonesia at Bank Indonesia and vice-versa.
   b. normal transactions, consisting of:
      1. transactions between Members other than Bank Indonesia;
      2. transactions between Members other than Bank Indonesia for the account of their customers.

(3) The Operator may change order of queuing or cancel queuing of transactions by priority as referred to in paragraph (2) letter a by reason of:
   a. the interests of Bank Indonesia in implementation of monetary policy, ensuring the smooth operation of the payment system, and regulation and supervision of the banking system; or
   b. request by a Member for settlement of the liabilities of that Member to the Government of Indonesia and Bank Indonesia and/or to meet the cash needs of the Member.

(4) A Member …
(4) A Member may only change order or cancel queuing of transactions directly through the RT belonging to that Member for queuing of normal transactions as referred to in paragraph (2) letter b.

Section Three
Slips/Clearing Notes in the BI-RTGS System
Article 23

(1) Transactions conducted by Principal Members through the BI-RTGS System shall be based on bookkeeping slips in the format specified by each Member.

(2) Principal Members experiencing malfunction in the RT Server as referred to in Article 38 paragraph (2) and paragraph (3) and Subsidiary Members are required to use the Bank Indonesia Bilyet Giro (non-negotiable clearing payment order) or, specifically for cash withdrawals, use Bank Indonesia Checks.

Section Four
Operating Hours
Article 24

(1) The BI-RTGS System shall operate on each working day unless stipulated otherwise by Bank Indonesia.

(2) Operation of the BI-RTGS System as referred to in paragraph (1) shall take place during the Operating Hours stipulated by Bank Indonesia.

Article 25

(1) Operating Hours may be changed at the:
   a. discretion of the Operator; or

b. request …
b. request of a Member.

(2) Operating Hours shall be changed at the discretion of the Operator as referred to in paragraph (1) letter a in the event of:
   a. malfunctioning or damage in the RCC;
   b. delayed Settlement of clearing results; or
   c. a policy that requires the Operator to extend Operating Hours.

(3) A Member may submit an application for extension of Operating Hours in the event of:
   a. emergency at a production location;
   b. malfunction or damage to a Member RT Server resulting in limited time for conducting transactions; or
   c. other reason that may be deemed acceptable by the Operator.

(4) The Operator has the power to approve or reject any application for extension of Operating Hours as referred to in paragraph (3).

(5) A fee shall be charged for any application for extension of Operating Hours as referred to in paragraph (3) letter b and letter c that is approved by the Operator.

(6) The Operator may waive the fee referred to in paragraph (5) for any Member if the application for extension of Operating Hours as referred to in paragraph (3) letter c is the result of causes beyond the control of the Member.
CHAPTER V
OBLIGATIONS AND RESPONSIBILITIES
OF SENDING MEMBERS AND RECEIVING MEMBERS

Section One
Obligations and Responsibilities of Sending Members

Article 26

(1) A sending Member shall require its customers to fill in transfer instructions truthfully and in full and to abide by the applicable legal provisions.

(2) Transfer instructions prepared by sending customers as referred to in paragraph (1) shall state at least the following:
   a. identity of the sending customer;
   b. identity of the ultimate beneficiary;
   c. identity of the receiving Member; and
   d. amount of funds transferred.

(3) The identity of the sending customer and ultimate beneficiary as referred to in paragraph (2) letter a and letter b shall include at least the name and account number or, if the sending customer or ultimate beneficiary is not an account holder with the Member, the identity shall include at least name and address.

Article 27

(1) If a sending Member agrees to execute the transfer instructions of its customer, the sending Member is required to forward the transfer instructions subject to the following provisions:
   a. for transfer instructions from a customer received no later than the end of customer service hours, the sending Member is required to forward the instructions on the same date as the date of receipt of the transfer instructions from the sending customer.
b. for transfer instructions from a customer received after the end of customer service hours, the sending Member is required to forward the instructions no later than 09.00 hours local time on the following working day.

(2) In the case of the condition referred to in paragraph (1) letter b, the account of the sending customer must be debited on the same date as the date of issue of the transfer instructions by the sending Member.

(3) In the event that the sending Member does not execute the transfer instructions from its customer in accordance with the provisions referred to in paragraph (1) and paragraph (2) and the sending Member has debited the account of its customer, the sending Member is required to pay interest to the sending customer according to the prevailing interest rates for the account held by the sending customer at the sending Member commencing from the date of debiting of the account of the sending customer until the date of execution of transfer instructions.

(4) The provisions concerning requirement for payment of interest as referred to in paragraph (3) shall not apply to transfers paid for in cash.

Article 28

(1) A sending Member is responsible to ensure that the inscription of transfer instructions transmitted through the BI-RTGS System accurately matches the instructions made out by the sending customer.

(2) In the event that the sending Member sends transfer instructions not matching the transfer instructions made out by the sending customer, then if the rightful beneficiary is unable to receive funds under the mechanism referred to in Article 29 in accordance with the provisions referred to in Article 35, the sending Member shall issue new transfer instructions at the expense of the sending Member matching the transfer instructions of the sending …
sending customer without waiting for return of funds from the receiving Member or from the beneficiary in error.

(3) New transfer instructions as referred to in paragraph (2) shall be issued:
   a. on the same date as the date at which the discrepancy is discovered as referred to in paragraph (2), if the discrepancy is discovered no later than 30 (thirty) minutes prior to the expiration of the window time for that type of transaction; or
   b. on the following working day no later than 09.00 hours local time if the discrepancy is discovered after the deadline referred to in letter a.

(4) In the event of the condition referred to in paragraph (3), the sending Member shall pay interest to the sending customer according to the prevailing interest rate for the account held by the sending customer charged for the transfer, calculated from the date of debiting of the account of the sending customer until the date of execution of the new transfer instructions.

(5) If the sending Member has complied with the obligation referred to in paragraph (2), return of funds sent in error may be requested by the sending Member from the receiving Member using the mechanism referred to in Article 29.

Article 29

(1) Subject to the provisions of Article 28 paragraph (2), a sending Member may only employ the mechanism of this Article to fulfill the rights of a beneficiary if the sending Member is assured that the rightful beneficiary will receive the funds according to the provisions of Article 35.

(2) The mechanism for correction by a sending Member as referred to in paragraph (1) encompasses the following:

   a. for ...
a. for discrepancy in the identity data of the receiving Member, identity of the ultimate beneficiary, and/or amount of transferred funds, the sending Member shall request correction from the receiving Member by:
1. sending a transaction of one rupiah, i.e., transaction in the nominal amount of Rp 1.00 (one rupiah) to account number 1 (one), with payment details containing the amended identity of the receiving Member and/or identity of the ultimate beneficiary or request for return of funds; and
2. send an administrative message setting forth the indemnity for the receiving Member provided by the sending Member.

b. for duplicated execution of transfer instructions, the sending Member shall request the receiving Member to perform correction by:
1. sending a transaction of one rupiah, i.e., transaction in the nominal amount of Rp 1.00 (one rupiah) to account number 1 (one), with payment details containing a request for return of funds; and
2. sending an administrative message of indemnity for the receiving Member provided by the sending Member.

c. for any discrepancy in data other than data as referred to in letter a and letter b, request for correction shall be conveyed to the receiving Member by means of an administrative message stating:
1. the request for amendment of data; and
2. indemnity for the receiving Member provided by the sending Member.

(3) The indemnity for the receiving Member provided by the sending Member as referred to in paragraph (2) shall contain statements of:

a. indemnity for the receiving Member, including all employees and other parties relevant to payment, in regard to any possibility of claim, legal action, liability, fees including legal and other fees, legal claims or losses incurred by return of funds by the receiving Member, whether at the request …
the request of the sending Member or because the receiving Member must perform obligations according to the statements made in the indemnity; and
b. undertaking by the sending Member to bear all expenses pertaining to any claim, legal action, legal claim, liability, and losses incurred by the receiving Member as a result of the withdrawal for return of funds from the beneficiary in error.

(4) Any correction request from a sending Member as referred to in paragraph (2) shall be effective if the request is submitted no later than 60 (sixty) calendar days after the date of crediting of the Demand Deposit Account of the receiving Member at Bank Indonesia.

(5) If a correction request is made after the period referred to in paragraph (4), the receiving Member shall not be required to comply with the request of the sending Member.

(6) In the event of the condition referred to in paragraph (5), the claim for return of funds shall be made against the beneficiary in error by the sending Member.

(7) In the event of the condition referred to in paragraph (6), the receiving Member shall assist the sending Member by providing data pertaining to:
   a. crediting of the account of the beneficiary in error; and
   b. the identity of the beneficiary in error recorded in the administration of the receiving Member.

Article 30

If a sending Member requests return of funds from a receiving Member or requests the receiving Member to credit the funds to the rightful beneficiary as referred to in Article 29, the receiving Member shall immediately execute the request in accordance with the provisions of Article 32 and Article 33.
Section Two
Obligations and Responsibilities of Receiving Members

Article 31

(1) The receiving Member is required to credit funds to the beneficiary as stated in the confirmation advice received, subject to the applicable legal provisions.

(2) For transfer in favor of a beneficiary holding an account at the office of the receiving Member, the receiving Member shall be required to authenticate the name and account number of the beneficiary stated in the confirmation advice received through the BI-RTGS System against the name and account number of the beneficiary stated in the account administration at the receiving Member.

(3) For a transfer in favor of a beneficiary not holding an account at the office of the receiving Member, the receiving Member is required to authenticate the name of the beneficiary stated in the confirmation advice with the identity of the beneficiary.

Article 32

(1) In the event of any discrepancy between the name and account number of the beneficiary as referred to in Article 31 paragraph (2), or between the name of the beneficiary stated in the confirmation advice and the identity of the beneficiary as referred to in Article 31 paragraph (3), and the receiving Member decides to execute the bookkeeping entry or payment, if at any time in the future the sending Member requests the funds to be returned to the sending Member or to be credited to the rightful beneficiary at the receiving Member as referred to in Article 29, the receiving Member shall be required to return or credit the funds according to the request of the sending Member.

(2) In ...
(2) In the event that a sending Member sends a correction request to a receiving Member because the transfer should have been sent to another receiving Member, and in the meantime the receiving Member has forwarded the transfer instruction to a beneficiary in error, the receiving Member shall be required to return funds to the sending Member without waiting for restitution from the beneficiary in error.

(3) In the event that a sending Member sends a correction request to a receiving Member because the transfer should have been sent to another beneficiary at the receiving Member, the receiving Member shall be required to credit the funds to the rightful beneficiary without waiting for restitution from the beneficiary in error.

(4) Restitution or crediting of funds as referred to in paragraph (2) and paragraph (3) shall be executed no later than 10 (ten) working days commencing from the date of correction request from the sending Member.

(5) In the event of the condition referred to in paragraph (2), the receiving Member shall be required to pay interest to the sending Member according to the interest rate stipulated in the written agreement among Members (By-Laws) commencing from the date of crediting of the Demand Deposit Account of the receiving Member until the date of restitution.

(6) In the event of the condition referred to in paragraph (3), the receiving Member shall be required to pay interest to the rightful beneficiary at the receiving Member according to the prevailing interest rate for the beneficiary account commencing from the date of crediting of the Demand Deposit Account of the receiving Member until the date of crediting of funds to the beneficiary.

Article 33

(1) In the event that a receiving Member has executed transfer instructions in accordance with the provisions referred to in Article 31 and the sending Member sends a request for return of funds to the sending Member or for crediting …
crediting of funds to a rightful beneficiary at the receiving Member as referred to in Article 29, the receiving Member shall respond to the sending Member no later than 10 (ten) working days after the date of the correction request from the sending Member.

(2) Response as referred to in paragraph (1) shall be provided taking into account the indemnity received from the sending Member and the internal policy and regulations of the receiving Member.

(3) In the event that the receiving Member is unable to return or credit the funds according to the request of the sending Member, the sending Member shall claim the funds sent in error directly from the beneficiary in error.

(4) If a condition arises as referred to in paragraph (3), the receiving Member shall be required to assist the sending Member by providing relevant data in regard to:

a. crediting of the account of the beneficiary in error; and

b. the identity of the beneficiary in error as recorded in the administration of the receiving Member.

(5) In the event that the receiving Member is able to withdraw funds in restitution from the beneficiary in error, the withdrawal of funds and restitution to the sending Member or crediting of funds to the rightful beneficiary shall include the amount of transferred funds and interest paid to or payable to the beneficiary in error.

Article 34

(1) The obligation of the receiving Member to return funds or provide response as referred to in Article 32 and Article 33 shall apply only if the request for return or crediting of funds from the sending Member is received no later than 60 (sixty) calendar days commencing from the date of crediting of the Demand Deposit Account of the receiving Member at Bank Indonesia.

(2) If …
(2) If after expiration of the 60 (sixty) calendar day period referred in paragraph (2) there is a request from the sending Member for return or crediting of the funds in accordance with Article 32 and Article 33, the receiving Member may consider whether to reject or accept that request no later than 10 (ten) working days after the date of receipt of the correction request from the sending Member.

(3) If the receiving Member rejects a request for refund or crediting of funds as referred to in paragraph (2), the sending Member shall claim the funds directly from the beneficiary in error.

(4) In the event of the condition referred to in paragraph (3), the receiving Member shall assist the sending Member by providing data relevant to:
   a. crediting of the account of the beneficiary in error; and
   a. the identity of the beneficiary in error recorded in the administration of the receiving Member.

(5) If the receiving Member approves the request of the sending Member as referred to in paragraph (2), the return or crediting of funds shall apply to the full amount of funds withdrawn in restitution referred to in Article 33 paragraph (5).

Article 35

(1) The receiving Member shall credit the funds designated for a beneficiary immediately after the Operator has credited the Demand Deposit Account of the receiving Member at Bank Indonesia, subject to the following provisions:
   a. Transfer in favor of a beneficiary holding an account at the office of the receiving Member:
      1. for funds credited to the Demand Deposit Account of the receiving Member at Bank Indonesia within the deadline for transfer in customer …
customer name, the office of the receiving Member is required to credit funds to the beneficiary account at the same value date as the date of crediting of the Demand Deposit Account of the receiving Member at Bank Indonesia.

2. if the receiving Member is unable to credit funds to the beneficiary account at the same value date, the office of the receiving Member shall perform the crediting no later than 09.00 hours local time on the following working day, using the value date of the previous day, or pay interest to the beneficiary commencing from the date of crediting of the Demand Deposit Account of the receiving Member at Bank Indonesia at the prevailing rate of interest for the beneficiary account.

3. for funds credited to the Demand Deposit Account of a receiving Member at Bank Indonesia after the deadline for settlement of transfer in customer name or during any extension for settlement of transfer in customer name, the office of the receiving Member shall be required to credit funds to the beneficiary account no later than 09.00 hours local time on the following working day.

4. if the receiving Member fails to credit funds to the beneficiary account within the period referred to in number 2 and number 3, the receiving Member shall compensate the beneficiary at the prevailing rate of interest for the account plus a rate of compensation stipulated by Bank Indonesia to a maximum compensation of 200 (two hundred) basis points, subject to the following provisions:
   a) for delayed crediting as referred to in number 2, interest compensation shall be calculated from the value date of crediting to the Demand Deposit Account of the receiving Member at Bank Indonesia.
b) for delayed crediting as referred to in number 3, interest compensation shall be calculated from 1 (one) day after the value date of crediting to the Demand Deposit Account of the receiving Member at Bank Indonesia.

At the enactment of this Bank Indonesia Regulation, the prevailing rate of compensation is stipulated at 200 (two hundred) basis points.

b. Transfer in favor of a beneficiary not holding account at the office of the receiving Member:

1. the office of the receiving Member shall send a letter of notification of the transfer proceeds to the beneficiary on the same date as the date of crediting of the Demand Deposit Account of the receiving Member at Bank Indonesia or no later than the following working day.

2. if based on certain considerations the office of the receiving Member is unable to send letter of notification within the time referred to in number 1, the letter of notification shall be sent on the date the information on the transfer is received by the office of the receiving Member or no later than the following working day.

(2) If the sending Member has executed transfer instructions in accordance with the transfer instructions from the sending customer but the receiving Member has credited the funds to a beneficiary different from the beneficiary stated in the confirmation advice, the receiving Member shall credit funds in favor of the rightful beneficiary on the same date as the discovery of error, without waiting for restitution from the beneficiary in error.

(3) In the event of the condition referred to in paragraph (2), the receiving Member shall pay interest to the rightful beneficiary at the prevailing rate of interest for the account held by the beneficiary commencing from the date that the account of the rightful beneficiary should have been credited in accordance …
accordance with the provisions in paragraph (1) until the date of crediting of the account of the rightful beneficiary.

(4) The provisions referred to in paragraph (3) shall only apply to a transfer in favor of a beneficiary holding an account at the office of the receiving Member.

CHAPTER VI
MALFUNCTION AND EMERGENCIES

Article 36

(1) In the event of malfunctioning of the Main RCC or emergency in the production location of the Operator rendering the Operator unable to use the Main RCC, the Operator shall use the Backup RCC and notify Members of this condition and any measures that need to be taken.

(2) If the Operator is unable to use the Backup RCC as referred to in paragraph (1), the Operator shall invoke the Business Continuity Plan or Disaster Recovery Plan and notify Members of this condition and any measures that need to be taken.

Article 37

(1) In the event of malfunction of the RCC with the result that Members are unable to conduct transactions through the BI-RTGS System, obligations of Members pertaining to execution of transactions through the BI-RTGS System as stipulated in this Bank Indonesia Regulation that cannot be processed because of malfunction of the RCC shall be deferred until the end of malfunctioning of the RCC.

(2) The …
(2) The provisions referred to in paragraph (1) shall be implemented taking account of adjustment in Operating Hours and other instructions stipulated by the Operator.

(3) In the event of conditions as referred to in paragraph (1), Members are required to take necessary measures relevant to the settlement of funds transfers.

Article 38

(1) In the event of malfunctioning of the Main RT Server of a Member, the Member shall conduct BI-RTGS System transactions using the Backup RT Server of the Member.

(2) In the event that the RT Backup Server of the Member is also malfunctioning, the Member shall conduct BI-RTGS System transactions using Bank Indonesia Checks and Bank Indonesia Bilyet Giro (non-negotiable clearing payment order) for bookkeeping entry by the Operator.

(3) Without prejudice to the provisions referred to in paragraph (1), the Operator may issue approval on the basis of certain considerations to a Member whose Main RT Server is malfunctioning to proceed immediately with the use of Bank Indonesia Checks and/or Bank Indonesia Bilyet Giro in the course of conducting BI-RTGS System transactions.

Article 39

In the event of conditions of malfunction at a Member preventing the Member from using the RT Backup Server or Bank Indonesia Checks and/or Bank Indonesia Bilyet Giro as referred to in Article 38, or in the event of emergency at the Member, the Member shall be required to inform the Operator of the condition and take appropriate measures as stipulated in the Business Continuity Plan or Disaster Recovery Plan of that Member.

CHAPTER VII …
CHAPTER VII
SUPERVISION

Article 40

(1) Bank Indonesia shall conduct on-site examination and off-site supervision of the operation of the BI-RTGS System at Member premises.

(2) Examination or supervision as referred to in paragraph (1) shall be conducted on a regular basis or at any time as may be necessary.

(3) Examination or supervision as referred to in paragraph (1) and paragraph (2) shall be conducted in respect of the compliance of the Member with this Bank Indonesia Regulation and its implementing regulations and the BI-RTGS System User Agreement between Bank Indonesia and the Member.

(4) Bank Indonesia may appoint another party on behalf of and in the name of Bank Indonesia to conduct on-site examination as referred to in paragraph (1).

(5) For the purpose of on-site examination as referred to in paragraph (1), the Member shall provide:
   a. information and data pertaining to the operation of the BI-RTGS System;
   b. opportunity to conduct on-site examination of hardware and supporting applications pertaining to the operation of the BI-RTGS System; and/or
   c. other matters as may be necessary.

CHAPTER VIII
SANCTIONS

Article 41

(1) Any Principal Member not providing a Backup RT Server as referred to in Article 6 paragraph (2) letter b or that provides a Backup RT Server unable
to function properly shall be liable to administrative sanctions in the form of written warning.

(2) A Member as referred to in paragraph (1) shall provide a properly functioning Backup RT Server no later than 6 (six) months commencing from the date of the written warning.

(3) In the event that a Member does not provide a properly functioning Backup RT Server within the time referred to in paragraph (2), the Member shall be liable to a financial penalty of Rp 20,000,000 (twenty million rupiahs).

(4) A Member as referred to in paragraph (3) shall be required to provide a properly functioning Backup RT Server no later than 3 (three) months commencing from the date of imposition of sanctions as referred to in paragraph (3).

(5) In the event that the Member does not provide a properly functioning Backup RT Server within the 3 (three) month period commencing from the date of imposition of sanctions as referred to in paragraph (3), the membership status of the Member shall be changed to suspended until a properly functioning Backup RT Server is in place.

(6) The sanctions referred to in paragraph (1), paragraph (2), paragraph (3), paragraph (4), and paragraph (5) shall not apply if the Backup RT Server is not functioning properly because of:
   a. breakdown in lines of communication;
   b. emergency; or
   c. other reason that may be considered by the Operator.

Article 42

(1) Any Subsidiary Member failing to comply with the requirements for a Subsidiary Member within the time referred to in Article 6 paragraph (4)
and paragraph (5) shall be liable to administrative sanctions in the form of written warning.

(2) A Member as referred to in paragraph (1) shall comply with the requirements for a Subsidiary Member no later than 3 (three) months commencing from the date of the written warning.

(3) In the event that the Member does not comply with the requirements for a Subsidiary Member within the time referred to in paragraph (2), the membership status of the Member shall be changed to suspended until the Member complies with the requirements.

Article 43

(1) Any Member that puts together written policy and procedures as referred to in Article 13 paragraph (1) letter b not in keeping with or in contravention of this Bank Indonesia Regulation, its implementation regulations, and or the written agreement among Members (By-Laws) shall be liable to administrative sanctions in the form of written warning.

(2) The Member shall be required to put together written policy and procedures in keeping with this Bank Indonesia Regulation, its implementation regulations, and or the written agreement among Members (By-Laws) no later than 3 (three) months commencing from the date of written warning.

(3) In the event that the Member does not put together written policy and procedures within the time referred to in paragraph (2), the Member shall be liable to administrative sanctions in the form of second written warning.

(4) A Member as referred to in paragraph (3) shall be required to put together written policy and procedures in keeping with this Bank Indonesia Regulation, its implementation regulations, and the written agreement among Members (By-Laws) no later than 3 (three) months commencing from the date of the second written warning.

(5) In …
In the event that the Member does not put together written policy and procedures within the time referred to in paragraph (4), the membership status of the Member shall be changed to suspended until the Member complies with requirements.

**Article 44**

1. Any Member failing to submit written policy and procedures within the time referred to in Article 13 paragraph (1) letter c number 1 shall be liable to administrative sanctions in the form of written warning.
2. The Member shall be required to submit the written policy and procedures no later than 3 (three) months commencing from the date of the written warning.
3. In the event that the Member does not submit written policy and procedures within the time referred to in paragraph (2), the Member shall be liable to administrative sanctions in the form of second written warning.
4. A Member as referred to in paragraph (3) shall be required to submit the written policy and procedures no later than 3 (three) months commencing from the date of the second written warning.
5. In the event that the Member does not submit the written policy and procedures within the time referred to in paragraph (4), the membership status of the Member shall be changed to suspended until the Member complies with requirements.

**Article 45**

1. Any Member known or discovered not to have submitted an amendment to the written policy and procedures within the time referred to in Article 13 paragraph (1) letter c number 2 shall be liable to administrative sanctions in the form of written warning.

(2) The …
(2) The Member shall be required to submit the amendment to the written policy and procedures no later than 1 (one) month commencing from the date of written warning.

(3) In the event that the Member does not submit the amendment to the written policy and procedures within the time referred to in paragraph (2), the Member shall be liable to administrative sanctions in the form of second written warning.

(4) A Member as referred to in paragraph (3) shall be required to submit the amendment to the written policy and procedures no later than 1 (one) month commencing from the date of the second written warning.

(5) In the event that the Member does not submit the amendment to the written policy and procedures within the time referred to in paragraph (4), the membership status of the Member shall be changed to suspended until the Member complies with requirements.

Article 46

(1) Any Member failing to conduct internal examination and/or submit a report of internal examination as referred to in Article 13 paragraph (1) letter d shall be liable to administrative sanctions in the form of written warning.

(2) The Member shall be required to conduct the internal examination and/or submit the report of the internal examination no later than 3 (three) months commencing from the date of written warning.

(3) In the event that the Member does not conduct the internal examination and/or does not submit the report of the internal examination within the time referred to in paragraph (2), the Member shall be liable to administrative sanctions in the form of a second written warning.

(4) A Member as referred to in paragraph (3) shall be required to conduct the internal examination and/or submit the report of the internal examination no later …
later than 3 (three) months commencing from the date of the second written warning.

(5) In the event that the Member does not conduct the internal examination and/or does not submit the report of the internal examination within the time referred to in paragraph (4), the membership status of the Member shall be changed to suspended until the Member complies with requirements.

Article 47

(1) Any Member failing to conduct security audit and/or failing to submit the findings of the security audit as referred to in Article 13 paragraph (1) letter e shall be liable to administrative sanctions in the form of written warning.

(2) The Member shall be required to conduct the security audit and/or submit the findings of the security audit within a 3 (three) month period commencing from the date of written warning.

(3) In the event that the Member does not conduct the security audit and/or does not submit the findings of the security audit within the time referred to in paragraph (2), the Member shall be liable to administrative sanctions in the form of a second written warning.

(4) A Member as referred to in paragraph (3) shall be required to conduct the security audit and/or submit the findings of the security audit within a 3 (three) month period commencing from the date of the second written warning.

(5) In the event that the Member does not conduct the security audit and/or does not submit the findings of the security audit within the time referred to in paragraph (4), the membership status of the Member shall be changed to suspended until the Member complies with requirements.

Article 48 …
Article 48
(1) Any Member not complying with the requirement for posting of fees stipulated by Bank Indonesia for transfers through the BI-RTGS System as referred to in Article 13 paragraph (1) letter f shall be liable to administrative sanctions in the form of written warning.
(2) The Member shall be required to post notices and inform Bank Indonesia of the posting of these notices no later than 14 (fourteen) calendar days after the date of the written warning.

Article 49
Any manager and/or executive officer of any Member Bank not complying with the requirements referred to in Article 14 shall be liable to administrative sanctions in the form of written warning and the offence shall be recorded in the track record of the manager or executive officer at Bank Indonesia.

Article 50
Any receiving Member not conveying notification to a ultimate beneficiary within the time referred to in Article 35 paragraph (1) letter b shall be liable to administrative sanctions in the form of written warning.

Article 51
(1) Any Member not providing information and data and/or not providing opportunity for on-site examination as referred to in Article 40 paragraph (5) shall be liable to administrative sanctions in the form of written warning.
(2) The Member shall be required to provide the information and data no later than 7 (seven) calendar days or provide opportunity for on-site examination
no later than 3 (three) calendar days commencing from the date of the written warning.

(3) In the event that the Member does not provide the information and data or does not provide opportunity for on-site examination within the time referred to in paragraph (2), the membership status of the Member shall be changed to suspended until the Member complies with requirements.

Article 52

In the event that a Non-Bank Party is in breach of the provisions of Article 55 paragraph (2), the membership status of that Member shall be changed to suspended.

CHAPTER IX
MISCELLANEOUS PROVISIONS

Article 53

The obligations of Members in this Bank Indonesia Regulation shall also apply to Bank Indonesia as Member, with the exception of provisions related to:

a. payment of interest and compensation;
b. entering into agreement with the Operator; and
c. administrative sanctions.

Article 54

In the case of Sharia Banks and sharia divisions of Banks conducting conventional business that also conduct business based on sharia principles, the provisions for imposition of interest and compensation in this Bank Indonesia Regulation shall be adjusted to the applicable sharia principles.

Article 55 ...
Article 55

(1) The obligation of Members in this Bank Indonesia Regulation shall also apply to Non-Bank Parties in their capacity as Members, with the exception of provisions related to payment of interest and compensation.

(2) A Non-Bank Party is required to execute transactions through the BI-RTGS System according to the purpose of use of the Demand Deposit Account as stipulated in the agreement between Bank Indonesia and the Non-Bank Party.

CHAPTER X
TRANSITIONAL PROVISIONS

Article 56

Any Bank and Non-Bank Party that is a Member at the date of enactment of this Bank Indonesia Regulation shall be required to put into place a Backup RT Server as referred to in Article 6 paragraph (2) letter b and fulfill the obligations referred to in Article 13 paragraph (1) letter c number 1 and letter e no later than 1 (one) year commencing from the enactment of this Bank Indonesia Regulation.

Article 57

(1) The obligation of a receiving Member to check the name and account number as referred to in Article 31 paragraph (2) shall become effective commencing from 6 (six) months after the enactment of this Bank Indonesia Regulation.

(2) If during the transitional period referred to in paragraph (1) a sending Member executes a transfer in error with the result that the transfer is received by a beneficiary in error, then subject to the provisions referred to in paragraph (6) and paragraph (7) of this Article and the corrections mechanism …
mechanism as referred to in Article 29 and taking into account the indemnity received from the sending Member and the policy and internal regulations of the receiving Member, the receiving Member shall be required to withdraw funds for restitution from the beneficiary in error on the same date as the date on which the receiving Member became informed of the transfer in error.

(3) The funds withdrawn for restitution as referred to in paragraph (2) shall be returned to the sending Member or, in the event that the rightful beneficiary is a customer of the receiving Member, the receiving Member shall credit the funds to the rightful beneficiary on the same date as the date of withdrawal of funds in restitution as referred to in paragraph (2) or no later than 09.00 hours local time on the following working day.

(4) In the event that funds as referred to in paragraph (3) have been drawn by the beneficiary in error, the sending Member shall send instructions for a new transfer to the rightful beneficiary without waiting for return of funds from the receiving Member.

(5) If the receiving Member is unable to return the funds in accordance with the provisions referred to in paragraph (3) because the funds were drawn the beneficiary in error, the claim on the beneficiary in error shall be pressed by the sending Member.

(6) If an error is discovered on the basis of information from the sending Member, the obligation of the receiving Member to return funds to the sending Member or credit funds to the rightful beneficiary as referred to in paragraph (3) shall apply only if the request from the sending Member is received within a deadline of no more than 60 (sixty) calendar days after the date of crediting of the Demand Deposit Account of the receiving Member at Bank Indonesia.

(7) The …
(7) The deadline for response from the receiving Member to the sending Member as referred to in paragraph (6) is no later than 10 (ten) working days after the date of receipt of the request from the sending Member.

(8) If after expiration of the 60 (sixty) calendar day period as referred to in paragraph (6), there is a request from the sending Member for return or crediting of funds, the receiving Member may consider whether to reject or accept the request.

(9) If the receiving Member rejects a request for return or crediting of funds as referred to in paragraph (8), the sending Member shall claim the funds directly from the beneficiary in error.

(10) In the event of the condition referred to in paragraph (9), the receiving Member shall assist the sending Member by providing data pertaining to:
   b. crediting of the account of the beneficiary in error; and
   a. the identity of the beneficiary in error recorded in the administration of the receiving Member.

(11) If the beneficiary in error has returned funds to the receiving Member, but the receiving Member fails to return or credit funds within the period referred to in paragraph (3), the receiving Member shall be required to pay interest to the sending Member according to the interest rate stipulated in the written agreement among Members (By-Laws) commencing from the date of restitution from the beneficiary in error until the date of restitution to the sending Member.

Article 58

The BI-RTGS System Regulations, agreements pertaining to the BI-RTGS System, and the BI-RTGS System Technical Manual issued prior to the enactment of this Bank Indonesia regulation shall remain valid until revoked,
replaced, or renewed, insofar as they do not contravene this Bank Indonesia Regulation.

Article 59

The instructions for implementation of this Bank Indonesia Regulation shall be stipulated further in a Circular Letter of Bank Indonesia.

CHAPTER XI
CONCLUDING PROVISIONS

Article 60

This Bank Indonesia Regulation shall come into force on the date of its enactment.

Enacted in Jakarta
March 11, 2004

THE GOVERNOR OF BANK INDONESIA

(signed)

BURHANUDDIN ABDULLAH

SUPPLEMENT TO THE STATE GAZETTE OF THE REPUBLIC OF INDONESIA NUMBER 28 OF 2004
DASP
ELUCIDATION
TO
BANK INDONESIA REGULATION
CONCERNING
THE BANK INDONESIA REAL TIME GROSS SETTLEMENT SYSTEM

GENERAL REVIEW

Pursuant to Act Number 23 of 1999 concerning Bank Indonesia as amended by Act Number 3 of 2004 concerning Amendment to Act of the Republic of Indonesia Number 23 of 1999 concerning Bank Indonesia, Bank Indonesia is vested with the function of regulating and safeguarding the smooth operation of the payment system in order to support the realization of an efficient, expeditious, secure, and reliable payment system. The purpose of an efficient, expeditious, secure, and reliable payment system is to uphold financial system stability. Measures to realize a payment system capable of upholding financial system stability are being progressively implemented through mitigation of various risks in the national payment system.

In this regard, Bank Indonesia has launched the Bank Indonesia Real Time Gross Settlement System (BI-RTGS System), comprising a system for electronic funds transfer among Members, specifically Banks, in the Rupiah currency with settlement processed in real time on an individual transaction basis.

In addition to mitigating risks in the national payment system through improved certainty in Settlement, the benefits of the application of the BI-RTGS System include a wider selection of expeditious, efficient, secure, and reliable means of transfer and provision of comprehensive information on the Demand Deposit Account balances of Banks in real time, thus helping Banks to strengthen discipline and professionalism in management of liquidity.

The use …
The use of the BI-RTGS System, which for users of this system comprises one of the available choices of transfer facilities, not only provides real time disclosure at the Bank level, but is also expected to provide this disclosure at the customer level.

To provide greater encouragement for Banks to apply prudential principles and to provide greater legal certainty in the processing of transactions through the BI-RTGS System, it is deemed necessary to enact legal provisions concerning the BI-RTGS System in a Bank Indonesia Regulation.

These provisions stipulate among others membership requirements, membership status, the rights, obligations, and responsibilities of Members and the Operator, the mechanism for use of the BI-RTGS System under normal conditions and in emergencies, and the security of the BI-RTGS System. Accordingly to support the smooth operation of the BI-RTGS System and minimize risks that may arise, Bank Indonesia in its capacity as operator of the BI-RTGS System has power to monitor Members through on-site examination and off-site supervision.

ARTICLE BY ARTICLE

Article 1

Self-explanatory

Article 2

Letter a

Self-explanatory

Letter b

To ensure the reliability of the Backup RCC, the Operator may use the Backup RCC at any time for operation under normal conditions.

Letter c

Self-explanatory
Letter d

“RT application” is defined as the BI-RTGS System program application provided by the Operator and installed on RTs.

Letter e

Self-explanatory

Letter f

Self-explanatory

Letter g

Services to Members pertaining to membership in the BI-RTGS System include but are not limited to registration, amendment, and revocation of membership.

Article 3

Paragraph (1)

The user fees for the BI-RTGS System include but are not limited to transaction fees and fees for extension of Operating Hours.

Paragraph (2)

Self-explanatory

Article 4

Self-explanatory

Article 5

Paragraph (1)

Self-explanatory

Paragraph (2)

Self-explanatory

Paragraph (3)

A sharia division is a division in the head office of a Bank conducting conventional business and functioning as the head office of sharia branch offices …
offices and/or sharia units, or a unit of a branch office of a foreign Bank conducting conventional business and functioning as head office of sharia sub-branch offices and/or sharia units

Paragraph (4)
Each holder of a Demand Deposit Account at Bank Indonesia shall not automatically become Member.

Article 6
Paragraph (1)
Self-explanatory

Paragraph (2)
Letter a
Self-explanatory
Letter b
“Peripherals” are defined as including but not limited to printers and modems for dial-up lines of communication.

Paragraph (3)
Self-explanatory

Paragraph (4)
Self-explanatory

Paragraph (5)
“Certain considerations” in this paragraph are defined as including but not limited to plan for merger, acquisition, consolidation, or change of line of business that will affect the participation of the Member in the BI-RTGS System.

Paragraph (6)
Letter a
Self-explanatory
Letter b

“Special request” in this letter is defined as including but not limited to request pertaining to the need for special monitoring of the Member’s transactions.

The competent agency or institution for placing request for amendment of membership of a Bank under this letter is Bank Indonesia.

Paragraph (7)

“Documents” in this paragraph are defined as including but not limited to the User Agreement for the Bank Indonesia Real Time Gross Settlement System between Bank Indonesia and the Member, written authorization for an officer issued by the Board of Directors of the Member, specimen signature document, and other supporting documents.

Paragraph (8)

Self-explanatory

Article 7

Self-explanatory

Article 8

Letter a

“Send transfers” is defined as including but not limited to settlement of transactions in the Queuing System in the BI-RTGS System.

Letter b

Self-explanatory

Letter c

Other functions in the RT include but are not limited to system, utilities, audit trail, enquiry, administrative message, database maintenance, and queue management.

Article 9…
Article 9

The competent agency or institution for placing request for amendment of membership status of a Bank under this Article is Bank Indonesia.

Paragraph (1)

Self-explanatory

Paragraph (2)

Self-explanatory

Paragraph (3)

Letter a

Self-explanatory

Letter b

“Preventive measures” in this letter are defined as including but not limited to freezing of business lines by the competent agency or institution.

Paragraph (4)

Self-explanatory

Paragraph (5)

Self-explanatory

Paragraph (6)

Self-explanatory

Article 10

The competent agency or institution for placing request for amendment of membership status of a Bank under this Article is Bank Indonesia.

Paragraph (1)

“Enquiry facility” is defined as including but not limited to a facility for viewing all or a number of specified transactions that have been made, amended, rejected, canceled, and approved, pending or settled transactions in the RCC or RT, and warehouse transactions.

Paragraph (2) …
Paragraph (2)
Self-explanatory

Paragraph (3)
Self-explanatory

Article 11
The competent agency or institution for placing request for amendment of membership status of a Bank under this Article is Bank Indonesia.

Article 12
“Other means” in this Article is defined as other means used to convey announcements in the event of malfunction in the RCC preventing the Operator from sending administrative messages.

The competent agency or institution for placing request for amendment of membership status of a Bank under this Article is Bank Indonesia.

Article 13
Paragraph (1)
Letter a

“Proper functioning of the Main RT Server, Backup RT Server, and RT Workstations” is defined as RTs that can be used to process various transactions in the BI-RTGS System.

To ensure the proper functioning of the Backup RT Server, a Member may use the Backup RT Server at any time for operational activities under normal conditions.

Letter b

“Written policy and procedures” in this paragraph is defined as written rules adopted by the board of directors and/or unit management for implementation of the policy of the board of directors and stipulating the division of tasks and responsibilities, working mechanisms, control, and accountability of the BI-RTGS System operating unit at the Member.
Letter c

Number 1
Self-explanatory

Number 2
Amendments that must be submitted are any fundamental amendments affecting the operation of the BI-RTGS System.

Letter d

“Internal examination” is defined as examination conducted by the internal audit unit.

“Security of operation of the BI-RTGS System” encompasses the implementation of the internal system and operating procedures of the Member for the BI-RTGS System.

Letter e

Security audit is defined as examination by an internal auditor independent of the operating unit for the BI-RTGS System or by an external auditor of the security of:

a. the internal information technology of the Member;

b. the interface between the RT application and the internal system of the Member; and

c. the conditions of the environment in which the Member operates.

Letter f

The transaction fees in this paragraph shall be posted in writing in each office of the Member and displayed in places conspicuously visible to customers.

Letter g

The Business Continuity Plan or Disaster Recovery Plan shall state at least the measures to be taken in the event of malfunction to ensure that the BI-RTGS System at the Member can remain in operation or

other …
other measures that may be necessary in the event that the backup system cannot be used.

Paragraph (2)

Self-explanatory

Article 14

“Bank management” is defined as the board of commissioners and board of directors of a Bank in accordance with the criteria set forth in the Bank Indonesia legal provisions stipulating the fit and proper test.

“Bank executive officer” is defined as an executive officer in accordance with the criteria set forth in the Bank Indonesia legal provisions stipulating the fit and proper test.

Necessary measures include but are not limited to monitoring of the application of the security audit and monitoring of internal examination to ensure the operational security of the BI-RTGS System in accordance with the provisions of this Bank Indonesia Regulation with the capability of providing early warning of irregularities.

Article 15

Paragraph (1)

“Credit transfers” in this paragraph are defined as transactions conducted by a sending Member for debit of the Demand Deposit Account of the sending Member at Bank Indonesia and credit of the Demand Deposit Accounts of the receiving Members at Bank Indonesia.

“Debit transfers” in this paragraph are defined as transactions conducted by Bank Indonesia for debit of the Demand Deposit Accounts of receiving Members at Bank Indonesia and credit of other accounts at Bank Indonesia.

Paragraph (2) …
Paragraph (2)

Letter a

“Single credit transaction” in this letter is defined as credit transfer containing only 1 (one) transfer instruction.

Letter b

“Multiple credit transaction” in this letter is defined as credit transfer containing more than 1 (one) transfer instruction and a maximum of 10 (ten) transfer instructions for forwarding to a number of beneficiary customer accounts at one receiving Member.

Article 16

Paragraph (1)

Debit transfers may only be executed by Bank Indonesia for settlement of Member obligations to Bank Indonesia or to the Government of Indonesia and for corrections to transactions inputted by Bank Indonesia.

Paragraph (2)

Self-explanatory

Article 17

Self-explanatory

Article 18

Paragraph (1)

“Transaction Reference Numbers (TRNs)” in this provision are defined as codes consisting of 8 (eight) alphanumeric characters determined by the Operator and serving the function of identifying the origin and destination of transfer and the beneficiary account at Bank Indonesia.

Paragraph (2)

In this paragraph, no verification is made of the proper use of the Transaction Reference Number (TRN) among others because the BI-RTGS System does not check the Transaction Reference Numbers (TRN) against …
against the ultimate beneficiary field containing the information on the beneficiary and the payment details field containing other additional information pertaining to the transfer.

Article 19
Self-explanatory

Article 20
Paragraph (1)
“Transfers in names of customers” is defined as transfers by order of and/or in favor of the customers of a Member.

Paragraph (2)
Self-explanatory

Article 21
Paragraph (1)
“Sufficient balance” also includes any intraday liquidity facility held by the Member.

Paragraph (2)
“Transaction is final” is defined as an elaboration of the exception to the zero hour rule that states that if the operating license of a sending Member is revoked and that Member is liquidated or a sending customer is bankrupted, any transactions executed prior to the decision for revocation of operating license and liquidation or bankruptcy shall not be cancelled.

Paragraph (3)
Self-explanatory

Article 22
Paragraph (1)
Self-explanatory

Paragraph (2)
Designation of the importance of transactions entering the queue is intended to determine the queued transactions that must have priority in settlement …
settlement if the Demand Deposit Account of the Member has sufficient funds.

Paragraph (3)
Self-explanatory

Paragraph (4)
Self-explanatory

Article 23
Self-explanatory

Article 24
Self-explanatory

Article 25
Paragraph (1)
Letter a
Self-explanatory

Letter b
Change in Operating Hours at the request of the Member shall be for extension of Operating Hours.

Paragraph (2)
Letter a
“Malfunction or damage” is defined as including but not limited to malfunctioning in the RCC application and/or hardware.

Letter b
Self-explanatory

Letter c
“Policy” is defined as including but not limited to government request within the framework of tax payments or for the interests of Bank Indonesia in implementation of monetary policy.

Paragraph (3) …
Paragraph (3)

Letter a

“Emergency” in this paragraph is defined as a condition rendering the Member temporarily unable to conduct the operations of the BI-RTGS System on the same day in which the emergency occurred by reason that includes but is not limited to natural disaster, danger, riots, armed conflict, bomb threat, and fire in a production location.

“Production location” is defined as the location of an office of a Member at which the Member may conduct various transactions through the BI-RTGS System.

Letter b

Self-explanatory

Letter c

Self-explanatory

Paragraph (4)

Self-explanatory

Paragraph (5)

Self-explanatory

Paragraph (6)

“Causes beyond the control of the Member” is defined as including but not limited to breakdown of lines of communications.

Article 26

Paragraph (1)

Applicable legal provisions include but are not limited to the Bank Indonesia provisions concerning application of know your customer principles and the Anti-Money Laundering Law, particularly with regard to monitoring of suspicious transactions and certainty of the sending customer issuing transfer instructions in his/her capacity as the party acting on his/her own account or representing another party.

Paragraph (2)
Paragraph (2)
Self-explanatory

Paragraph (3)
Self-explanatory

Article 27
Paragraph (1)
The sending Member shall approve the transfer instructions from the customer if the transfer instructions contain complete information and are correctly filled and funds are available for the transfer.

“Customer service hours” is defined as the time limit for customers to place transactions through the BI-RTGS System at the individual Member as announced in the offices of the Member.

Paragraph (2)
Self-explanatory

Paragraph (3)

“Until the date of execution of transfer instructions” is defined as until one day prior to the date of execution of the transfer instructions.

“Date of execution of transfer instructions” is defined as the date of Settlement of the transfer instructions at Bank Indonesia. If the transfer instructions are still within the Queuing System and are not settled at end of day so that the instructions are cancelled by the RCC, the sending Member shall notwithstanding be required to pay interest commencing from the date of debiting of the customer account until the date of Settlement.

Paragraph (4)
Self-explanatory

Article 28
Paragraph (1)
Self-explanatory

Paragraph (2) …
Paragraph (2)

The obligation of the sending Member is a consequence of the obligation arising from the legal relationship between the sending Member and the sending customer, namely to remit funds to the beneficiary in accordance with the transfer instructions placed by the sending customer.

Paragraph (3)

The discrepancy may be discovered by the sending Member who made the error or be discovered directly by the receiving Member.

Paragraph (4)

“Until the date of execution of the new transfer instructions” is defined as until one day prior to the date of execution of the new transfer instructions.

“Date of execution of transfer instructions” is defined as the date of Settlement of the transfer instructions at Bank Indonesia. If the transfer instructions are still within the Queuing System and not settled at end of day so that the instructions are cancelled by the RCC, the sending Member shall notwithstanding be required to pay interest commencing from the date of debiting of the customer account until the date of Settlement.

Paragraph (5)

Self-explanatory

Article 29

Paragraph (1)

Self-explanatory

Paragraph (2)

The party providing indemnity is the sending Member (institutional indemnity) and not the customer of the sending Member (personal indemnity).

“Payment details” is defined as information pertaining to the transfer filled in the payment details field on the RT screen.

Paragraph (3) …
Paragraph (3)
Self-explanatory
Paragraph (4)
Self-explanatory
Paragraph (5)
Self-explanatory
Paragraph (6)
Self-explanatory
Paragraph (7)
Self-explanatory
Article 30
Self-explanatory
Article 31
Confirmation advice in this Article is a computer printout printed at the receiving member indicating credit made to the Demand Deposit Account of the receiving Member at Bank Indonesia.
Office of receiving Member in this Article is the office of the receiving Member with immediate responsibility for crediting the funds to the beneficiary.
Paragraph (1)
The applicable legal provisions include but are not limited to the Bank Indonesia regulations concerning know your customer principles and the Act of the Republic of Indonesia concerning Money Laundering specifically pertaining to the monitoring of suspicious transactions and certainty as to whether the beneficiary customer as beneficiary acting on his/her own behalf or representing another party.
Paragraph (2)
Self-explanatory
Paragraph (3) …
Paragraph (3)

Identity of beneficiary includes but is not limited to Identity Card (KTP) or Passport.

Article 32
Paragraph (1)

Self-explanatory

Paragraph (2)

Self-explanatory

Paragraph (3)

Self-explanatory

Paragraph (4)

Self-explanatory

Paragraph (5)

“Until the date of restitution” is defined as until one day prior to the date of restitution.

Payment of interest to the sending Member shall be based on the principle of use of funds by the receiving Member.

Paragraph (6)

“Until the date of crediting of funds” is defined as until one day prior to the date of crediting of funds.

Article 33
Paragraph (1)

The response from the receiving Member shall include but not be limited to whether the funds can or cannot be returned or credited to the rightful beneficiary and the estimated time required by the beneficiary in error to perform reconciliation.

Paragraph (2)

Indemnity received from the sending Member does not immediately require the receiving Member to withdraw funds from the beneficiary in error …
error without regard to the policy and internal regulations of the receiving Member, for example, pertaining to the requirement to obtain the consent from the beneficiary or account holder for redebiting of his/her account, unless the account opening agreement between the receiving Member and the customer of the receiving Member stipulates that in the event of any error in crediting the customer account, the receiving Member shall be entitled to debit the account of customer of the receiving Member with immediate effect, without the need to request prior consent from the customer of the receiving Member. The same shall also apply to a cash beneficiary.

Paragraph (3)
Self-explanatory

Paragraph (4)
Self-explanatory

Paragraph (5)
Self-explanatory

Article 34
Self-explanatory

Article 35
Office of receiving Member in this Article is the office of the receiving Member with immediate responsibility for crediting of the funds to the beneficiary.

Paragraph (1)
Crediting of the Demand Deposit Account of the receiving Member shall be proven by confirmation advice.
Letter a

Number 1

“Deadline for settlement of transfer in customer name” is defined as the deadline according to the Operating Hours stipulated by Bank Indonesia.

Number 2

Acceptable reason for not crediting a beneficiary account on the same value date includes but is not limited to lack of integration in the information technology system at the receiving Member and/or the location of the office of the receiving Member in a region lacking adequate communications and transportation.

Number 3

“Deadline for settlement of transfer in customer name” is defined as the deadline according to the Operating Hours established by Bank Indonesia.

Number 4

Self-explanatory

Letter b

Number 1

The letter of notification constitutes the basis for the beneficiary to collect funds at the office of the receiving Member.

The letter of notification shall be conveyed on the following working day if the office of the receiving Member is closed or the crediting of the Demand Deposit Account of the receiving Member takes place during any extension of Operating Hours.

Number 2

Delivery of the letter of notification on the date that information is received on the transfer at the office of the receiving Member or no later than the following working day shall apply if the office …
office of the receiving Member is located in an area with inadequate communication and transportation.

Paragraph (2)
“Date of discovery of error” is defined as:

a. if the error is discovered by the receiving Member, the same date as the date at which the error is discovered.

b. if the error is notified by the sending Member, the date at which the receiving Member completed verification and reconciliation of the documents relevant to the funds transfer.

Paragraph (3)
“Until the date of crediting of the account of the rightful beneficiary” is defined as until 1 (one) day prior to the date of crediting of the account of the rightful beneficiary.

Paragraph (4)
Self-explanatory

Article 36

Paragraph (1)
“Emergency” is defined as including but not limited to natural disaster, danger, riots, armed conflict, bomb threat, and fire in the location of the Operator.

Notification by the Operator shall be conveyed through the Money Market Information Center (PIPU) or by other means.

Paragraph (2)
The Business Continuity Plan or Disaster Recovery Plan shall state at least the measures to be taken in the event of malfunction to ensure that the BI-RTGS System at the Operator is able to continue operation or other measures are taken as may be necessary in the event that the Backup RCC is usable.

Article 37 …
Article 37

Paragraph (1)

“Obligations of Members” in this paragraph are defined as, for example, the obligation for transmission of transfer instructions from the sending customer, the obligation for returning funds to a sending Member, and the obligation to credit a beneficiary account, due to lack of information on processing of Settlement.

Paragraph (2)

Self-explanatory

Paragraph (3)

“Necessary measures” in this paragraph include but are not limited to notification to customers of the damage/malfunction in the BI-RTGS System and provision of alternative settlement of transferred funds if these funds are to be forwarded by other means or collected in cash.

Article 38

Paragraph (1)

Self-explanatory

Paragraph (2)

Self-explanatory

Paragraph (3)

“Certain considerations” in this paragraph is defined as including but not limited to time needed to start up the RT Backup Server with the result that the Member has insufficient time to execute certain transactions, such as cash withdrawals, transactions with the Government, and matured interbank liabilities, in accordance with Operating Hours.

Article 39

The notification is intended to enable the Operator to immediately determine the measures that need to be taken, such as notifying other Members that the Member is unable to conduct certain transactions at a certain time. This notification …
notification shall be conveyed by the Operator in administrative messages or using other facility in the event of malfunctioning of the RCC preventing the Operator from sending administrative messages.

Article 40

Paragraph (1)

On-site supervision is examination of the Member, whether regular or conducted at any time as may be necessary.

Off-site supervision is supervision through study, analysis, and evaluation of the reports submitted by the Member to Bank Indonesia and/or other data/information acquired by Bank Indonesia.

Paragraph (2)

Self-explanatory

Paragraph (3)

Self-explanatory

Paragraph (4)

“Other party” is defined as a party possessing expertise and competence, including but not limited to expertise and competence in information technology audit.

Paragraph (5)

Letter a

“Information and data” in this letter is defined as including but not limited to electronic data and explanations relevant to the purpose of examination.

Letter b

“Hardware and supporting applications” in this letter is defined as including but not limited to the RT and RT applications and interface with the Member’s internal systems.
Letter c

“Other matters” in this letter is defined as including but not limited to copies of documents relevant to the purpose of examination.

Article 41

Paragraph (1)
Self-explanatory
Paragraph (2)
Self-explanatory
Paragraph (3)
Self-explanatory
Paragraph (4)
Self-explanatory
Paragraph (5)
Self-explanatory
Paragraph (6)
Letter a
Self-explanatory
Letter b
Self-explanatory
Letter c

Other reasons that may be considered by the Operator include but are not limited to length of time needed to start up the Backup RT Server leaving the Member with insufficient time to execute transactions within Operating Hours.

Article 42
Self-explanatory

Article 43
Self-explanatory

Article 44 …
Article 44
  Self-explanatory

Article 45
  Self-explanatory

Article 46
  Self-explanatory

Article 47
  Self-explanatory

Article 48
  Self-explanatory

Article 49
  Self-explanatory

Article 50
  Self-explanatory

Article 51
  Self-explanatory

Article 52
  Self-explanatory

Article 53
  Self-explanatory

Article 54
  Self-explanatory

Article 55
  Self-explanatory

Article 56 …
Article 56
Self-explanatory

Article 57
Paragraph (1)
Self-explanatory

Paragraph (2)
Indemnity received from the sending Member does not immediately require the receiving Member to withdraw funds from the beneficiary without regard to the policy and internal regulations of the receiving Member, for example, pertaining to the requirement to obtain the consent from the beneficiary or account holder for redebiting of his/her account, unless the account opening agreement between the receiving Member and the customer of the receiving Member stipulates that in the event of any error in crediting the customer account, the receiving Member shall be entitled to debit the customer account of the receiving Member with immediate effect without the need to request prior consent from the customer of the receiving Member. The same shall also apply to a cash beneficiary.

“Date of discovery of error” is defined as:

a. if the error is discovered by the receiving Member, the same date as the date at which the error is discovered.

b. if the error was notified by the sending Member, the date at which the receiving Member completed verification and reconciliation of the documents relevant to the funds transfer. The verification and reconciliation shall be completed no more than 10 (ten) days in accordance with the provisions of paragraph (8).

Paragraph (3)
Self-explanatory

Paragraph (4) …
Paragraph (4)

The obligation of the sending Member is a consequence of the obligation arising from the legal relationship between the sending Member and the sending customer to send funds to the beneficiary in accordance with the transfer instructions placed by the sending customer.

Paragraph (5)

Claim for restitution from the beneficiary in error shall constitute the responsibility of the sending Member, because the sending Member is the party first at fault.

Paragraph (6)

Self-explanatory

Paragraph (7)

Self-explanatory

Paragraph (8)

Self-explanatory

Paragraph (9)

Self-explanatory

Paragraph (10)

Self-explanatory

Paragraph (11)

“Until the date of restitution to the sending Member” is defined as until 1 (one) day prior to the date of restitution to the sending Member.

Article 58

Self-explanatory

Article 59

The provisions stipulated in the Circular Letter of Bank Indonesia shall include but not be limited to provisions concerning:

a. procedure for becoming Member and change in membership status;

b. guidelines …
b. guidelines for formulation of written policy and procedures, internal examination report, and findings of the security audit;
c. procedure for extension of Operating Hours;
d. fees for use of the BI-RTGS System;
e. procedure for calculation of interest and compensation, including rate of compensation;
f. procedure for settlement of BI-RTGS System transactions under normal conditions and in emergencies; and
g. procedures for on-site examination and off-site supervision.

Article 60

Self-explanatory