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LIABILITY OF EXPEDITION SERVICE COMPANIES FOR LOSSES SUFFERED BY CONSUMERS

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Abstract

Background. Development in science and technology has an impact on making human work easier in an efficient era. One of them is that the existence of this goods delivery service makes it very easy for people to send goods between cities and islands. The problem is if the goods promised within the specified time do not arrive according to the estimated time or experience delays. Losses experienced by consumers are goods received that are defective, destroyed, or lost. In this case, the consumer can file a lawsuit regarding the losses suffered by consumers against the expedition provider in a civil manner regarding consumer protection.

Aims. The purpose of this writing is to find out how responsible expedition service companies are for losses experienced by consumers.

Methods. By using 2 (two) types of research methods, namely the library research method (Library Research). Refers to data or research materials that have been previously researched related to the topic of discussion. In this research, the normative juridical research method was used, namely by conducting a literature review, studying the provisions of legislation regarding consumer protection.

Conclusion. The efforts made by the expedition service to ensure protection for its service users

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are also subject to the conscience of the people, who abide by the agreement/peace voluntarily, without anyone feeling defeated, because each provides insurance for the goods shipped.

Implementation. This shows that the expedition service company has made efforts to implement articles 7 and 19 of the UUPK, 468 Criminal Code, 1366 Criminal Code, and 188 Laws Number 22 of 2009, which stipulates that the company must provide compensation if the consumer's product is damaged at the time of delivery. However, the compensation provided is not complete if it is not accompanied by insurance.

Keywords: Lawsuit, Expedition Services, Losses, Consumers, Legal Protection.

INTRODUCTION

Progress. The rapidly developing information and communication technology has led to very significant changes. In particular, technological developments in devices, such as Gadgets, make it easier for humans to communicate, get work done, and shop promptly Online, which can operate for 24 hours. The goods will be processed and shipped using a service carrier/expedition. Expedition services. As a means of transportation, goods play a crucial role in society, especially in the trade sector, from producers to consumers. Consumers in this case are known as users of goods or services produced by business actors. Meanwhile, business actors produce goods or services and distribute them to consumers, including goods and transportation services, which can be called business actors. The use of freight forwarding services is necessary to get the protection provided in the agreement that was created between business actors and consumers. This agreement includes rights and obligations that each party must fulfill and accept.

These expedition services significantly impact human activities, mainly because of the efficiency in terms of time and cost. However, such deliveries do not always go without problems. Some of the issues often encountered in online shopping are obstacles in the delivery process of goods, such as delays or goods that arrive defective or damaged. As a result of these delays, users of freight forwarding services will feel disadvantaged because they have paid a certain amount of money to receive the services they should get. Therefore, consumers are entitled to legal protection. When the goods are delayed, they cause losses. Applicable laws and regulations in Indonesia in Consumer Protection include Law No. 8 of 1999.

Article 1 Section 1 states, "Consumer Protection is all efforts that ensure legal certainty to provide protection to consumers " (DR. Panjaitan Hulman, 2021)

Regulation Consumer protection is based on a development philosophy that

basically includes legal development that aims to provide protection to consumers. Based on the state philosophy of the Republic of Indonesia, namely Pancasila and the 1945 Constitution of the Republic of Indonesia. In addition, in the Burgerlijk Wetboek or Civil Code, there are also provisions aimed at protecting consumers in several Articles of Book III, Chapter I, Part II starting from Article 1365. The rules contained in UUPK no. 9 of 1999 concerning the rights and obligations of business actors are expected so that people who use freight forwarding services as consumers obtain adequate protection, because people who use freight forwarding services as consumers and expedition services as a distributor must provide the best service for consumers.

This is affirmed in Article 1367 of the Criminal Code and Article 191 Law No. 22 of 2009 is responsible for Unlawful Acts committed in the workplace (*Employment Torts*). They are responsible per the obligations contained in their business license, as stipulated in the Ministry of Transportation No. 10 of 1988, which includes that every consumer who feels aggrieved and whose rights are violated can resolve the dispute either through the court or outside the court under the provisions applicable in Law No. 8 of 1999 concerning.

Consumer Protection.¹

There are several consumer rights regulated in the Consumer Protection Law, namely the right to security, comfort, and safety in use the goods or services, the right to express opinions and complaints about the goods they receive, and the right to obtain compensation or replacement of goods if the goods are not suitable or do not function as they should.²

Problem Formulation

1. How can consumers be accountable for the losses they experience?
2. What steps can aggrieved consumers take to demand compensation from the expedition service?

Purpose and Benefits of Scientific Work

Purpose of writing: This is to understand the extent of the responsibility. Answer the service company expedition deep. Dealing with losses experienced by consumers. Two kind of research methods, Method of Literature Research (*Library Research*), which refers to the data or research sources that have been analyzed Previously, which is relevant to

the topic of discussion in this study and uses the normative juridical research method, namely by conducting literature, namely studying the provisions of the law on consumer protection

LITERATURE REVIEW

Before conducting research, the researcher traced several studies related to the theme to be studied. Here are some of the research results that researchers can document:

1. Dewa Kadek Kevin Patria, Faculty of Law, Udayana University, Corporate Responsibility Expedition Against Damage To Consumer Consignments(Study On Ninja Xpress). The journal explains that the delivery of goods/services occurs by law, an agreement between the service provider and the recipient. The service provider must fully implement delivery activities to the destination agreed upon under the contract agreement, and the sender must pay a certain amount of money as a delivery fee.
2. Karina God Kusuma, Paramita Prananingtyas, Anggita Diponegoro, Protection Consumer Law of Expedition Service Users in the Event of Default by Expedition Services. The journal discusses examples of forms of legal protection for consumers who suffer losses due to mistakes or negligence on the part of service providers. The submission of compensation claims has a maximum limit of at most 14 (fourteen) days from the moment the shipment is received. The claim submission will not be processed if it exceeds the maximum limit.
3. Muhammad Fiqri, Faculty of Law, Islamic University of Riau, The Responsibility of Freight Forwarding Service Company (JNE HARAPAN RAYA PEKANBARU) for Consumer Shipments. The thesis discusses the laws and regulations that have been set. It includes several obligations that the delivery service company must comply with in running its business.

Philip O'Neill M Hadjon revealed that there are two theories of legal protection in consumer protection: repressive legal protection and preventive legal protection. Repressive legal protection involves applying sanctions to perpetrators to enforce the actual law, which is usually carried out in court. Preventive legal protection is a form of protection that aims to prevent conflicts. Consumer protection is a legal tool created by government agencies to provide legal protection and guarantees of legal certainty

for consumers from various disputes or problems arising from feeling disadvantaged by business actors. Consumer protection has a broad scope, including the protection of goods and/or services, starting from the acquisition stage of goods and/or services to the impacts caused by the use of the goods and/or services.

METHODS

There are two methods to collect data. What is needed in this study is library research, collected through the literature by studying the provisions of the Legislation about the UUPK. Second, it uses a normative juridical method, which means that every discussion of the problem in this study will refer to the provisions of laws and regulations, principles, norms, and court decisions.

DISCUSSION

Liability of Expedition Services for Losses Experienced by Consumers

Expedition services arrange the delivery of goods from one location to another. Shipping companies offer shipping in large and small quantities, with rates determined based on the volume of goods, weight, and distance of the shipment.³

In delivery, there is a legal act, an agreement between the service provider and the recipient. The service provider must fully carry out delivery activities from the sender's location to the destination. Agreed upon by the contract of agreement, the shipper must pay a certain amount as a shipping fee.⁴

Some obligations that transportation service companies must obey in running their business have been regulated in laws and regulations; this provision also applies to expedition service companies.⁵ A person's obligation to pay compensation for the losses he or she has caused by his or her unlawful acts or faults. Article 7, letter f of Law Number 8 of 1999 concerning Consumer Protection (UUPK) regulates the obligation of business actors to compensate for losses arising from the use of traded services. Article 19 explains that the service provider must pay for the damage to the consumer's consignment with an amount that is under the value of the goods or replace it with Comparable goods. The expedition service provider must be responsible as a business actor if delivering goods causes consumer losses due to violating consumer rights.

It is further explained that Article 468 of the Criminal Code stipulates that in terms of transportation, the carrier must ensure the safety of consumer goods from when they

are delivered until they arrive at the destination. It is undeniable that in the delivery process, problems occur that may result in damage, delivery delays, and even loss of consumer goods. The service company is obliged to be responsible for the losses consumers suffer. Article 1366 of the Criminal Code states that everyone is responsible not only for losses caused by their actions, but also for losses caused by their negligence or carelessness. The obligation to compensate for such damage is regulated in Article 188 of Law Number 22 of 2009 concerning Traffic Lintas dan Pengangkutan Jalan which governs that the public transportation company is responsible for losses suffered by the shipper, due to the destruction, loss or damage of the goods due to the provision of transportation, unless it can be proven that the destruction, loss, or damage of the goods is caused by an accident that cannot be prevented or avoided, or due to the negligence of the shipper.

In this case, the expedition service's effort to ensure protection for its service users is to provide insurance for the goods sent. With this guarantee, service companies will increase operational efficiency so that the process of delivering goods is more guaranteed. The existence of this insurance makes the delivery service company fully responsible for an insured shipment. An expedition service company may be exempt from liability for damages if it is proven that the loss was not due to its fault or due to circumstances beyond its control.

The form of responsibility of the delivery service provider is to refund 10 (ten) times the cost of the service used or up to Rp.1,000,000 (one million rupiah) if the sender does not insure the goods delivered. For example, if the shipping cost of the product is Rp. 15,000 (fifteen thousand rupiah), then the amount returned as compensation is Rp. 150,000 (one hundred and fifty thousand rupiah) and not Rp. 1,000,000 (one million rupiah). In other cases, if the shipper insures the goods being shipped, the damage to the goods caused by the fault of the shipping service will be reimbursed in the amount of the value of the goods shipped (based on the purchase price of the goods). The compensation provided by the company is intended to maintain the trust of delivery service users. The company recommends that all customers to advertise the goods it delivers, especially if the goods being delivered are of high value. This is a preventive measure that aims to protect consumers from risks that may occur during the delivery process. The premium charged for products that are less than Rp.1,000,000 (one million rupiah) is Rp.2,500 (two thousand five hundred rupiah). For products that exceed Rp . 1,000,000 (one million

rupiah), a premium of 0.25% of the product price will be charged.⁶

This shows that the expedition service company has efforts to implement articles 7, 19 of the UUPK, 468 Criminal Code, 1366 Criminal Code, and 188 Laws Number 22 of 2009 which stipulates that his party must provide compensation if there is damage to the consumer's product at the time of delivery. Still, the compensation provided is not full if it is not accompanied by insurance. Efforts that can be taken by consumers to demand compensation

Consumers can claim their rights based on Article 4 of Law Number 8 of 1999 concerning Consumer Protection (UUPK) explaining the rights owned by consumers which include: the right to comfort, security, and safety in consuming goods and/or services, the right to choose and obtain goods and/or services in accordance with the exchange rate and the conditions and guarantees promised, the right to correct information, transparent, and honest about the condition and guarantee of goods and/or services, the right to be heard and complaints about the goods and/or services used, the right to obtain advocacy, protection, and efforts to resolve consumer protection disputes appropriately, the right to consumer guidance and education, the right to be treated or served correctly and honestly and non-discriminatory, rights to get compensation, compensation, And/or replacement, if the goods and/or services received are not by the agreement or not as they should be, the rights are regulated in the provisions of other laws and regulations.⁷

Replacement if the goods and/or services received or used are not by the agreement.

For example, a form of legal protection for consumers who suffer losses due to mistakes or negligence on the part of the service provider, where there is a maximum limit for submitting a claim for compensation at the latest 14 (fourteen) days from the time the shipment is received and the claim submission will not be processed if the maximum limit of 14 (fourteen) days has passed. Basically, if the consumer or the sender has followed all the terms and procedures stated in the agreement between the two parties, and if something undesirable happens that impacts the sender and the consumer, the sender or consumer can claim compensation against the service provider. This is an obligation that the service provider must carry out to be responsible for compensating for any losses suffered by the sender or consumer, because these losses arise due to the service provider's negligence in the delivery process.

If the expedition service does not provide or refuses compensation, or there is no good faith related to the loss suffered by the consumer, then the consumer can file a legal remedy by filing a lawsuit with the court by Article 45 paragraph

(1) The Consumer Protection Law, namely suing business actors (expedition service companies) through institutions tasked with resolving disputes between consumers and business actors, or through courts in the general judicial environment. On the other hand, consumer dispute resolution can be pursued through the court or out of court, based on the voluntary choice of the parties to the dispute. Suppose an effort to resolve consumer disputes outside of court has been chosen. In that case, a lawsuit through the court can only be taken if the effort is stated as unsuccessful by either party or the disputing party.

Dispute resolution between consumers and expedition services should not be resolved through the court route, but through non-litigation routes, namely dispute resolution outside the court by prioritizing the peace process and dispute prevention by making efforts to design good contracts. Non-litigation dispute resolution is a dispute resolution process that, at this time, is considered the safest. The settlement can be classified as a high-quality settlement. Because disputes that are resolved in this way will be more likely to be entirely resolved without leaving the rest of the hatred and grudges. Therefore, non-litigation dispute resolution is the resolution of legal problems legally and conscientiously. Thus, the law can be won. Both parties feel that the resulting verdict is favorable.⁹

CONCLUSION

Article 7, letter f of Law Number 8 of 1999 concerning Consumer Protection (UUPK) regulates the obligation of business actors to compensate for losses arising from the use of traded services. Article 19 explains that the service provider must pay for damage to the consumer's consignment with an amount that is under the value of the goods or replace them with comparable goods. Expedition service providers must be responsible as business actors if the process of shipping goods causes consumer losses due to consumer rights being violated. The efforts made by the expedition service to ensure protection for its service users are also subject to the conscience of the people, who abide by the agreement/peace voluntarily, without anyone feeling defeated, because each provides insurance for the goods shipped.

This shows that the expedition service company has made efforts to implement

articles 7, 19 of the UUPK, 468 Criminal Code, 1366 Criminal Code, and 188 Laws Number 22 of 2009, which stipulates that his party must provide compensation if the consumer's product is damaged at the time of delivery. However, the compensation provided is not full if it is not accompanied by insurance.

Consumers can claim their rights based on Article 4 of Law Number 8 of 1999 concerning Consumer Protection (UUPK). Efforts to resolve consumer protection disputes appropriately, the right to consumer guidance and education, the right to be treated or served correctly and honestly, non-discriminatory, the right to obtain compensation, and/or reimbursement, if the goods and/or services are accepted not under the agreement or not as appropriate, the rights regulated in the provisions of the regulation other legislation. Suppose the expedition service does not provide or refuses compensation, or there is no good faith related to the loss experienced by the consumer. In that case, the consumer can file a legal remedy by filing a lawsuit with the court under Article 45 paragraph (1) of the Consumer Protection Law, namely suing business actors (expedition service companies) and in Problems This is non-litigation dispute resolution be dispute resolution process which at this time is considered the safest. The settlement can be classified as a high-quality settlement. Because disputes that are resolved in this way will be more likely to be resolved completely without leaving the rest of the hatred and grudges.

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