

Rethinking Consumer Legal Remedies for Damaged Goods Under Protection Fees on E-Commerce Platforms: The Shopee Case Study

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Abstract

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Over time, globalization has brought significant advancements in technology, especially in e-commerce. In the past, transactions were carried out offline, but with the advent of e-commerce, transactions can now be done online. One such e-commerce application is Shopee, which originated in Singapore and has expanded to countries such as Indonesia. Shopee has introduced a new feature called protection fees. Protection costs are the costs associated with protecting the buyer in the event of damage, subject to certain terms and conditions. However, the cost of protection has become a concern for consumers because they do not receive the compensation to which they are entitled. The research method used in this study is normative legal research. The results of the study show that legal protection for consumers related to damage claims that are subject to protection fees on the Shopee application can be categorized into two forms: internal legal protection based on agreements and external legal protection based on the Consumer Protection Law and the Insurance Law. Dispute resolution for consumers based on Article 45 of the Consumer Protection Law can be pursued through two methods: non-litigation and litigation. The non-litigation method involves resolving external disputes through the Consumer Dispute Resolution Institution (BPSK) using mediation. If an agreement is not reached, litigation can proceed through legal channels, with consumers filing lawsuits based on breach of contract.

1. Introduction

The development of information technology, especially in the field of e-commerce, has had a great impact on the world of commerce. In the past, buying and selling transactions could only be done directly, but now transactions can be done through e-commerce platforms such as Shopee. E-commerce uses electronic systems, such as the internet, for the distribution, sale, purchase, and marketing of goods or services. These developments have brought significant changes in the trading process, eliminating geographical limitations and allowing buyers and sellers to transact without having to meet in person. This makes it easier for buyers to make transactions from different cities or even different countries, while still being able to communicate via the internet.¹

The use of information technology in business activities also provides convenience in communication and access to information. Various communication and information tools such as telephones, emails, and websites have been used as a means in business activities. In this context, the term "e-commerce" emerged as a new concept that describes the process of buying

¹ Nurzamzam Nurzamzam, "Analysis of Appropriate Dispute Resolution Methods to Improve Consumer Protection," *Proceedings of the National Seminar on Law and Sustainable Development 2*, No. September (2021): 141-53.

and selling goods or services through the internet. E-commerce has an important role in businesses around the world, from small to large scales. Through the merger of technology, information, and commercial activities, e-commerce involves not only the sale of products, but also the interaction between various parties involved in the transaction process.²

One of the popular e-commerce applications is Shopee. Shopee is an electronic commerce platform based in Singapore and is present in various countries, including Indonesia. This application has provided an easy and convenient online shopping experience for users in Indonesia, especially during the COVID-19 pandemic when people are looking for shopping alternatives without having to leave the house. Although e-commerce, including Shopee, provides convenience and convenience for consumers in choosing and purchasing products online, caution is still necessary.³ Consumers must ensure the trust and quality of the seller and pay attention to the applicable terms and conditions, including protection fees or shipping fees that may be charged. In the context of protection costs, sometimes there are issues where consumers feel they are not getting the information or compensation that is well promised. Therefore, this article will discuss an overview of the problems related to protection costs in online trading, with relevant previous research to support further understanding.

Previous research entitled "Consumer Legal Protection in Online Buying and Selling Transactions on the Lazada and Shopee Applications" by Husnul Khatimah explained that legal protection for online buying and selling carried out through the Shopee and Lazada applications in online transactions, especially in terms of consumer protection regulations against actions taken by business actors in e-commerce still needs to be handled again.⁴ Basically, there is no provision that specifically regulates consumer protection against online buying and selling (through Shopee and Lazada) in online transactions. So far, the regulation used to protect consumer rights is Law Number 8 of 1999 concerning Consumer Protection, but this law does not specifically regulate consumer rights in e-commerce. The protection provided by Shopee and Lazada to consumers who receive 403 products that are different from those described and agreed upon is carried out by providing consumer complaint services through shopee/Lazada now chat, e-mail, and telephone. The complaint will be followed up by Shopee and Lazada by mediating both parties in the dispute. If mediation does not result in a solution for both parties, Shopee and Lazada will act as decision-makers in resolving the dispute.⁵ If the results of Shopee and Lazada's decision are considered detrimental to consumers, then consumers can take the litigation route, namely dispute resolution through the general court in the local jurisdiction to resolve any problems arising

² Kadek Purwa Sastra Diyatmika, Ida Ayu Putu Widiati, and Ni Made Sukaryati Karma, "Consumer Liability and Dispute Resolution Related to Parcel Trade," *Journal of Legal Analogy* 2, No. 3 (2020): 393-98, <https://doi.org/10.22225/ah.2.3.2500.393-398>.

³ Irsan Rahman et al., "Consumer Protection Laws in the E-Commerce Era: Navigating the Challenges of Consumer Protection in a Digital Commerce Environment," *Journal of Law and Human Rights Wara Sains* 2, no. 08 (August 31, 2023): 704-12, <https://doi.org/10.58812/jhhws.v2i08.605>.

⁴ Raden Ajeng Astari Sekarwati and Susilowati Suparto, "Consumer Protection To Obtain After-Sales Service Rights In Indonesia And Europe," *Journal of Legal Advancement* 5, no. 2 (December 1, 2020): 275-90, <https://doi.org/10.23920/jbmh.v5i2.152>.

⁵ Martha Hasanah Rustam et al., "The Role And Responsibility Of Consumers To Prevent Fraudulent Practices In Online Transactions From The Perspective Of Consumer Protection Law," *Riau Law Journal* 7, no. 1 (May 31, 2023): 1, <https://doi.org/10.30652/rj.v7i1.8050>.

from a transaction. The formulation of the problem taken by the author is, a form of legal protection for consumers for damage to goods that are subject to protection fees on the Shopee application and how to solve it if consumers are harmed by damage to goods that are subject to protection fees on the Shopee application.⁶ Therefore, this article aims to find out more about the form of legal protection for consumers for damage to goods that are subject to protection fees on the Shopee application and to find out more about settlement efforts if consumers are harmed by damage to goods that are subject to protection fees on the Shopee application.

2. Methods

As a method/tool to find answers to the problems in this study, the method used in this study is normative juridical law research⁷. This is done to obtain relevant legal research results and in accordance with applicable legal rules. This is evident in the main objek studied in this study, namely the Civil Code (*Burgerlijk Wetboek*); 2. Law No. 8 of 1999 concerning Consumer Protection (Statute Book of the Republic of Indonesia No. 22 of 1999 Supplement to Statute Book of the Republic of Indonesia No. 3821); 3. Law No. 40 of 2014 concerning Insurance (Statute Book of the Republic of Indonesia No. 40 of 2014 Supplement to Statute Book of the Republic of Indonesia No. 5618); 4. Decree of the Minister of Industry and Trade of the Republic of Indonesia Number: 350/MPP/KEP/12/2001 concerning the Implementation of Duties and Authorities of the Consumer Dispute Settlement Agency. The approach used in this study is a statute approach and a conceptual approach. The sculpture approach is carried out by examining all laws and regulations in-depth and carefully related to the legal issues handled.¹⁷ To examine the form of legal protection for consumers for damage to goods that are subject to protection fees on the Shopee application, and efforts to settle goods if consumers are harmed by damage to goods that are subject to protection fees on the Shopee application. Meanwhile, the conceptual approach is carried out when the researcher does not move from the existing legal rules. This is done because there is no legal rule for the problem at hand. When using a conceptual approach, researchers need to refer to legal principles that can be put forward in the view of law scholars or legal doctrines.¹⁸ Examine the form of legal protection for consumers for damage to goods subject to protection fees on the Shopee application and efforts to settle goods if consumers are harmed by damage to goods subject to protection fees on the Shopee application.

3. Results and Discussion

3.1. Forms of Legal Protection for Consumers for Damage to Goods Subject to Protection Fees on the Shopee Application

Consumer legal protection in the context of damage to goods subject to protection fees in the Shopee application is an important issue that needs to be considered in e-commerce transactions. Consumers have rights guaranteed by law, especially the Consumer Protection Law and the Insurance Law. Through this legal protection framework, consumers have a

⁶ Widadatul Ulya, "Review Of Consumer Protection And Business Competition Laws In The Use Of Big Data Marketplace In Indonesia," *LAW AND COMMUNITY DYNAMICS* 20, no. 2 (23 December 2022): 15, <https://doi.org/10.56444/hdm.v20i2.3552>.

⁷ Dyah Ochtarina Susanti and A'an Efendi, *Legal Research* (Jakarta, 2018).

guarantee of the right to obtain goods or services that are safe, quality, and in accordance with the description provided.⁸

In e-commerce transactions, when consumers pay protection fees on the Shopee application, the risk of damage to the goods must be borne by Shopee as a protection service provider. Shopee has an obligation to fulfill the agreement that has been agreed by providing appropriate protection. Therefore, if a consumer's claim for damage to goods subject to a protection fee is rejected without adequate investigation, this is a violation of the agreement between the consumer and Shopee. The consumer is entitled to a decent claim in the event of damage to the goods and the protection fee has been paid appropriately.⁹ In the event of a dispute between the consumer and Shopee regarding the damage to the goods subject to the protection fee, the consumer can use the Consumer Protection Law and the Insurance Law as the basis for requesting legal protection. Consumers are entitled to compensation if they feel harmed due to damage to goods that should be borne by Shopee. In order to obtain this legal protection, consumers may seek assistance from dispute resolution institutions, such as consumer organizations or competent arbitration institutions. These bodies have an important role in helping consumers resolve disputes with Shopee through established dispute resolution mechanisms.¹⁰

On the Shopee platform, which is e-commerce, business actors are required to provide a warranty claim in the event of damage to goods received by buyers or consumers. This refers to the internal policy of the Shopee platform itself, but there are some exceptions regarding product damage protection from Shopee. One of them is wear or other causes that occur gradually, such as temperature, mold, insects, pests, or congenital defects in goods. The provisions regarding the condition of the goods are things that are beyond the control and knowledge of the buyer or consumer, because the consumer does not see directly the condition of the goods. Consumers can return items that are incorrect or not in accordance with the order by providing relevant reasons. Shopee refunds if the ordered item is not delivered by the seller. The troubleshooting process begins with the consumer reporting the problem after receiving the order, then Shopee reviews the report and determines the necessary actions, such as a refund without returning the item or asking the consumer to return the item first. The seller who approves the return request will provide a return address, and the consumer has 5 days to ship the item. If the item is not delivered within 5 days, the return request is canceled and the funds are given to the seller. After the goods are received, the seller checks the condition; If the goods are in good condition, the funds are returned to the consumer. If the item is not suitable, consumers can ask Shopee for help for further settlement. With this procedure, Shopee ensures that consumers and sellers get protection and fair settlement in case of returns of goods or funds.

On the Lazada platform regarding compensation for returning goods on the Lazada platform in the event of a delivery error, consumers must have proof of purchase such as an

⁸ Bambang Slamet Eko Sugistiyoko, "Juridical Review of Legal Protection for Insurance Customers," *Yustitiabelen* 6, No. 1 (2020): 1–20.

⁹ Annisa Sativa, "Insurance Dispute Resolution Through Non-Litigation and Sharia Law Perspective," *Rayah Al-Islam* 6, No. 2 (2022): 278–94, <https://doi.org/10.37274/rais.v6i2.574>.

¹⁰ Marina Yetrin Sriyati Mewu and Kadek Julia Mahadewi, "Consumer Protection in Online Product Purchases: An Analysis of Consumer Protection Legal Perspectives in Indonesia" 7, no. 1 (2023).

order number or invoice, as well as provide a valid reason for the return and in accordance with the requirements. Consumers can choose the Drop Off return method, where they present the return receipt number to the selected delivery service when filling out the return form, with 3 business days to ship the goods, or the Pick Up method, with 5 business days after filling out the form or choosing the shipping method.¹¹ Consumers send the product to the address listed on the return form, and the shipping fee will not be refunded if using a delivery service other than the one chosen by Lazada. With this procedure, Lazada ensures that the return process is clear and that consumers get the necessary protection. On the Tokopedia platform, compensation starts from filing a complaint within 2x24 hours by following the guidelines for damaged or non-compliant products. If it has been more than 2x24 hours and the order status is "Order Completed," the consumer must contact the seller through the Chat feature, agree on a solution, and ask for a return address and attach a screenshot of the deal. If using shipping insurance and returning goods and funds approved by the seller, consumers can claim the return shipping costs according to the guidelines. Once the deal is reached, the consumer can deliver the goods to the address provided by the seller.¹² With this procedure, Tokopedia ensures that consumers can easily apply for returns and get the necessary solutions. The government also has a responsibility to strengthen consumer protection regulations against violations in the delivery of protection services. In this case, the government needs to improve regulations related to consumer protection in e-commerce transactions. Clear and firm regulations will help address violations in the provision of protection services and provide better assurance for consumers. The government needs to supervise and strengthen the implementation of this regulation so that consumers get the right protection in e-commerce transactions. Consumer protection E-commerce transactions have not been clearly enshrined in the UUPK itself. The UUPK in it only explains consumer protection in business transactions, especially Article 4 which regulates consumer rights in accordance with the provisions of the Civil Code Book III.¹³ In particular, legal protection in the field of e-commerce transactions only refers to Law Number 11 of 2008 concerning Information and Electronic Transactions.

The mechanism of online electronic agreements made in fintech buying and selling also has binding legal force for the parties as agreements in general as stipulated in Article 18 paragraph (1) of the ITE Law, namely where transactions made electronically as outlined in the electronic agreement are binding on the parties.¹⁴ An online loan agreement which is an electronic agreement applies as a legal agreement for the parties that are binding on each other and result in the emergence of a legal relationship for the parties. The protection of consumer personal data in electronic system operators is carried out by creating *a code of conduct* in the form of self-regulation (internal policy). For companies engaged in electronic trading, self-regulation in the form of a privacy policy is one of the most likely alternatives to solve the

¹¹ Muhammad Yasir Aulia and Eka Kurniasari, "Legal Protection For Consumers In Buying And Selling Non-New Laptops Through Tokopedia E-Commerce" 7, no. 1 (2023).

¹² Ido Wisnu Utomo, "Consumer Legal Protection Scheme for Compensation Rights in E-Commerce in Indonesia," n.d.

¹³ Erna Priliyasi, "Protection Of Consumer Personal Data In E-Commerce Transactions According To Laws And Regulations In Indonesia" 12 (2023).

¹⁴ Ferdiansyah Putra Manggala, "Customer Personal Data at Online Loan Service Providers," *Legal Spirit* 8, no. 2 (August 1, 2024): 269-82, <https://doi.org/10.31328/lis.v8i2.5322>.

problem of consumer personal data protection. This is the mandate of Article 5 paragraph (2) of the Communication and Informatics Regulation 20/2016 which states that "Every Electronic System Operator must prepare internal rules for the protection of Personal Data as a form of preventive measure to avoid failures in the protection of Personal Data that they manage.

Long before the UUIE and UUPDP, the State has also provided protection to consumers through (UUPK). In the UUPK, consumer rights and obligations have been regulated. In Article 4 of the UUPK, it is mentioned about consumer rights. One of the rights of consumers is "the right to comfort, security, and safety in consuming goods and/or services".¹² This means that in every buying and selling transaction, consumers have the right to the convenience and security of their personal data.¹⁵ Furthermore, in Article 7 of the UUPK there are obligations of business actors. One of the obligations of business actors is to be in good faith.¹⁶ Thus, if in an electronic transaction before the transaction occurs, the seller asks for the customer's personal data such as address, cellphone number, etc., then the seller is obliged to maintain the confidentiality of the consumer's personal data and not disseminate it for bad things. Consumer legal protection for damage to goods that are subject to protection fees in the Shopee application is an issue that should not be ignored. Consumers have rights protected by law, and in the event of damage to goods subject to protection fees, consumers can rely on the Consumer Protection Law, Electronic Transaction Information Law, Personal Data Protection Law, and Insurance Law to request legal protection.¹⁷ Cooperation between consumers, dispute resolution agencies, and governments is crucial in supervising and strengthening consumer protection regulations. Only with this cooperation, consumers can get proper and fair protection in every e-commerce transaction they make.

3.2. Settlement Efforts If Consumers Are Harmed by Damage to Goods Subject to Protection Fees in the Shopee Application

Consumers have the rights provided for in the Consumer Protection Law to obtain protections, including the right to compensation. The Consumer Protection Law (PK Law) provides a strong legal framework to protect consumers from harmful and unfair business practices. Consumers have the right to get quality goods and services as promised, and are entitled to compensation if their rights are violated. This right to indemnification includes material and non-material losses suffered by consumers as a result of violations committed by sellers or service providers. Cases of denial of claims without investigation violate agreements and consumer rights. The rejection of a claim without conducting an adequate investigation is a practice that violates the agreement and consumer rights. According to the Insurance Law, insurance companies are required to conduct investigations to determine the validity of claims submitted by consumers. If the rejection of a claim is made without a clear basis or without conducting an adequate investigation, it can be considered a breach of the agreement between

¹⁵ Tia Deja Pohan and Muhammad Irwan Padli Nasution, "Legal Protection Of Consumer Personal Data In E-Commerce Platforms," *Sammajiva: Journal of Business and Management Research* 1, no. 3 (July 12, 2023): 42–48, <https://doi.org/10.47861/sammajiva.v1i3.336>.

¹⁶ Tia Deja Pohan and Muhammad Irwan Padli Nasution.

¹⁷ Yanci Libria Fista, Aris Machmud, and Suartini Suartini, "Consumer Legal Protection in E-commerce Transactions Reviewed from the Perspective of the Consumer Protection Law," *Legal Binamulia* 12, no. 1 (August 29, 2023): 177–89, <https://doi.org/10.37893/jbh.v12i1.599>.

the consumer and the insurance company. Consumers have the right to file a lawsuit or request for dispute resolution so that their claims are reviewed fairly and objectively.¹⁸

Consumers can use the Consumer Protection Act and the Insurance Act to obtain legal protection, for example through compensation. The Consumer Protection Law and the Insurance Law provide a legal basis for consumers to obtain legal protection and compensation if their rights are violated. Through the Consumer Protection Law, consumers can file civil lawsuits against business actors who carry out adverse business practices.¹⁹ Meanwhile, the Insurance Law provides a legal framework that regulates the relationship between consumers and insurance companies and gives consumers the right to compensation if their claims are illegally rejected. Consumer dispute resolution can be done in two ways, namely through litigation and through non-litigation. Where litigation is a way taken by filing a lawsuit to the court in a civil manner, while non-litigation is a way taken outside the court by looking for the best agreement for the parties. There are two methods of dispute resolution: in court and out of court or out of court. Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution, Article 1(10) states that alternative dispute resolution is a dispute resolution process through out-of-court settlement in ways agreed upon by the parties, namely deliberation, negotiation and mediation, or institutions to resolve disputes. , arbitration or expert opinion. According to Frans Hendra Winata, alternative dispute resolution is a response of legal professionals who are critical of the justice system. For example, the length of legal disputes in court to reach a final and binding state (*inkracht van gewijsde*), judicial corruption, investigations, etc.²⁰ Non-litigation settlement efforts through BPSK mediation can be carried out before filing a lawsuit to the court. Before filing a lawsuit in court, consumers can try to resolve disputes with companies or related parties through the mediation of the Consumer Dispute Settlement Agency (BPSK). Mediation is an effort to resolve disputes by deliberation between consumers and the parties involved, with the help of a neutral and impartial mediator. The goal of mediation is to reach a mutually beneficial agreement for both parties without going through a lengthy and costly trial process. If mediation is unsuccessful, consumers can file a civil lawsuit in court for damages. If mediation efforts at BPSK do not succeed in reaching an agreement between the consumer and related parties, the consumer still has the right to file a civil lawsuit in court. A civil lawsuit can be filed to demand compensation for losses suffered by consumers due to violations committed by related parties. The court will consider the evidence submitted by the consumer and related parties in the trial process and will decide whether the consumer is entitled to damages or not.

Through BPSK, consumers can fight for their rights for free and institutionally BPSK is also recognized by consumer protection laws. The golden mountain phenomenon for consumer disputes, with the existence of BPSK, not all cases have to go to court, because many

¹⁸ Ahmad Fauzi and Ismail Koto, "Legal Protection for Consumers whose Rights Have Been Violated Through Litigation and Non-Litigation Channels," *Juridical Journal* 9, No. 1 (2022): 13–26.

¹⁹ Erry Fitrya Primadhany, "Consumer Protection Law and Its Implications for Human Rights in Sukabumi Regency: A Case Study on Consumer Protection in Food Products," *Journal of Law and Human Rights Wara Sains* 2, no. 6 (June 28, 2023): 492–500, <https://doi.org/10.58812/jhhws.v2i6.444>.

²⁰ I Made Agus Dwi Mandala Putra, I Nyoman Putu Budiarta, and I Nyoman Subamia, "Consumer Dispute Resolution Through Peace," *Journal of Legal Preference* 3, no. 3 (December 6, 2022): 544–50, <https://doi.org/10.55637/jph.3.3.5588.544-550>.

cases can be completed at BPSK so that BPSK also functions to screen consumer cases before entering the realm of the Court. This is in line with the writing of Arif Rahman in his journal, that BPSK contributed to avoiding the entry of consumer lawsuits to the District Court (PN), the State Administrative Court (PTUN) and the Religious Court (PA), even in the end to avoid the accumulation of consumer protection case files at the Supreme Court (MA). The time owned by the BPSK panel to hear and resolve consumer cases is only within 21 (twenty-one) working days after the lawsuit is received⁵. Regarding all the results of the agreement from the BPSK session, the decision of the BPSK panel in article 54 paragraph 3 of the Consumer Protection Law is determined to be final and binding. This means that the decision made by the BPSK Assembly should not be made by other efforts, but it turns out that there are still other efforts, namely if one of the parties feels that they do not accept the decision from BPSK, they can file a lawsuit to the court as another legal remedy.²¹ So if the parties want to resolve consumer disputes through BPSK, it will take quite a long time.

The government needs to strengthen consumer protection regulations so that consumer rights are protected. To improve consumer protection, the government needs to continue to strengthen regulations governing consumer protection. Including the Government needs to strengthen consumer protection regulations so that consumer rights are protected. To improve consumer protection, the government needs to continue to strengthen regulations governing consumer protection.²² This includes the preparation and strengthening of regulations that maintain a balance between the interests of consumers and business actors. The government can also involve regulatory bodies and regulators tasked with monitoring and enforcing compliance with consumer protection regulations. In addition to strong regulations, the government can also increase public awareness of consumer rights through educational campaigns and easily accessible information. By increasing public understanding of their rights as consumers, they will be able to protect themselves and take appropriate action if their rights are violated. The government can strengthen consumer dispute resolution institutions, such as BPSK,²³ to provide fast, fair, and effective resolution for consumers who experience disputes. The mediation and dispute resolution process at these institutions can be a more efficient alternative than through litigation in court.²⁴

The government also needs to increase supervision of business practices that harm consumers and provide strict sanctions for business actors who violate consumer protection regulations. With adequate sanctions, business actors will be more careful in operating and paying attention to consumer rights. In addition, the government can encourage dispute

²¹ Febry Chrisdanty, "Settlement Of Consumer Disputes Through Courts And Non-Litigation By The Consumer Dispute Settlement Agency (BPSK)," *Journal of Master of Law Perspectives* 11, no. 2 (January 28, 2021): 52–62, <https://doi.org/10.37303/magister.v11i2.9>.

²² Yustina Dhian Novita and Budi Santoso, "The Urgency of Updating Consumer Protection Regulations in the Digital Business Era," *Indonesian Journal of Legal Development* 3, no. 1 (January 30, 2021): 46–58, <https://doi.org/10.14710/jphi.v3i1.46-58>.

²³ Roida Nababan, Martono Anggusti, and Sonya Lorensa Sirait, "Legal Protection For Consumers Who Suffer Losses Due To The Delivery Of Goods By Sea Expedition Companies According To Law Number 8 Of 1999 Concerning Consumer Protection," *JOURNAL OF NOMMENSEN LEGAL OPINION* 2, no. 01 (January 25, 2021): 12–23, <https://doi.org/10.51622/njlo.v2i01.206>.

²⁴ Muskibah, "Analysis of Consumer Dispute Resolution Methods," *Innovative Journal of Law* 2, No. 4 (2020): 142–49.

resolution mechanisms outside of court, such as arbitration or online dispute resolution.²⁵ This mechanism can provide another alternative for consumers to resolve disputes with business actors without having to go through a time-consuming and costly litigation process. Consumer protection is important in maintaining fairness and sustainability of the relationship between consumers and business actors. By strengthening regulations, increasing public awareness, and strengthening dispute resolution mechanisms, governments can create a fairer environment and provide better protection for consumers. All parties, both governments, businesses, and consumers, need to work together to achieve these goals and ensure that consumer rights are always protected.²⁶

4. Conclusions

The form of legal protection for consumers for damage to goods that are subject to protection fees on the Shopee application can be shown internally and externally. Internal legal protection can be done by applying specific and clear updates to the clause of the agreement, precisely in number 7a regarding unexpected losses, while external legal protection to protect consumers who feel aggrieved is contained in Article 4 of the Consumer Protection Law and Article 31 of the Insurance Law which explains the rights of consumers and insurance companies. Dispute resolution efforts if consumers are harmed by damage to goods that are subject to protection fees on the Shopee application based on the Consumer Protection Law in Article 45 there are two ways, namely non-litigation and litigation, in non-litigation consumers can submit complaints to the BPSK institution by mediation, if non-litigation settlement efforts have not been achieved, a final effort agreement has been reached through litigation channels with consumers who sue on the basis of default. The advice that the author can give is, for consumers: Consumers before buying gadget protection features are expected to read the terms and conditions first to know how to make a gadget protection claim and when buying gadget protection, consumers do not regret the damage that cannot be replaced by the policy market and the waste of premiums. As for the policy market: The policy market in serving claims submitted by consumers must be accompanied by clear information, in addition to that the terms and conditions of the protection fee must be updated because the understanding of unexpected losses is not specifically explained, so that no party feels harmed.

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²⁵ Nina Juwitasari et al., "Consumer Protection For Expedition Service Users," *USM LAW REVIEW JOURNAL* 4, no. 2 (23 November 2021): 688, <https://doi.org/10.26623/julr.v4i2.4249>.

²⁶ Juldin Latama et al., "The Responsibility of Business Actors for Consumers for Food Safety in the Perspective of Consumer Protection Law," *Judge* 2, no. 1 (February 28, 2024): 211–24, <https://doi.org/10.51903/hakim.v2i1.1555>.

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