



UDC 34

LEGAL PROTECTION OF CONSUMERS WHO USE SERVICE PROVIDERS

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ABSTRACT

Consumer protection emerged as a response to the imbalance of power in the relationship between producers or sellers and consumers. Consumers are often in a weaker position due to limited knowledge or access to information needed to make intelligent purchasing decisions. Consumer protection aims to maintain fairness in economic transactions and increase public confidence in the trading system.

KEY WORDS

Legal protection, consumers, rights, public service.

Consumer protection emerged as a response to the imbalance of power in the relationship between producers or sellers and consumers. Consumers are often in a weaker position due to limited knowledge or access to information needed to make intelligent purchasing decisions. Consumer protection aims to maintain fairness in economic transactions and increase public confidence in the trading system [1]. The Law of the Republic of Indonesia No. 8 Year 1999 on Consumer Protection often sets quality and safety standards for certain products, as well as regulates the responsibility of the manufacturer or seller in the event that the product is defective or does not meet the standards. Consumer protection includes the right to obtain clear and honest information about the product or service to be purchased. This includes information about the price, quality, ingredients, benefits and risks associated with the product or service. Consumers have the right not to be deceived or disinformed in the purchasing process [2].

Services consumer protection is an important aspect of consumer protection law that ensures that consumers receive services that conform to expected standards of quality, honesty, and transparency. Several international cases provide an overview of how different countries deal with services consumer protection issues, demonstrating the importance of strict regulation and effective enforcement. One notable case occurred in the United States with the Wells Fargo scandal in 2016. The bank was accused of opening millions of accounts and credit cards without customers' knowledge or consent to meet aggressive sales targets. This practice not only violated consumer rights but also deceived consumers with fees and services they did not agree to. *The Federal Reserve and Consumer Financial Protection Bureau (CFPB)* imposed a large fine on Wells Fargo, emphasizing the importance of consumer protection in the financial services sector [3].

In Europe, the Ryanair case in 2018 demonstrated consumer protection in the airline industry. The low-cost airline faced severe criticism for canceling thousands of flights, causing great inconvenience to passengers. The European Union, through its air passenger rights regulation, required Ryanair to compensate affected passengers, including refunds and compensation for travel disruption. This case highlights the importance of regulations that protect consumers in a service industry that is vulnerable to operational disruptions [4].

In Australia, the NIB Health Funds Limited case in 2019 highlighted issues within the health insurance sector. NIB was accused of not informing its members of significant changes in policy that impacted the benefits received by consumers. *The Australian Competition and Consumer Commission (ACCC)* took legal action against NIB, underlining the importance of transparency and honest communication in health insurance services to protect consumers from misleading or incomplete information. The Volkswagen case in Germany in 2015, while more notable for its implications on vehicle products, is also relevant for the service sector, especially sales and after-sales services. Volkswagen admitted that it



had manipulated emissions software on millions of diesel cars. The scandal triggered lawsuits around the world, including huge compensation for deceived consumers. This case highlights the need for integrity and honesty in all aspects of services provided to consumers, from sales to after-sales service [5]

These cases demonstrate that services consumer protection is a complex area that requires a strong legal framework and effective enforcement to protect consumer rights. Each case highlights different aspects of consumer protection, from transparency and honesty in banking and insurance, to passenger rights in air transportation and honesty in after-sales service of products [6].

The Indonesian state places law as the supreme supremacy in the life of the nation and state, more specifically in the civil sector relating to consumer protection. Law of the Republic of Indonesia Number 8 of 1999 concerning Consumer Protection (hereinafter referred to as the Consumer Protection Law) was made as a form and effort to protect consumers who feel harmed by business actors or service actors [7].

Sociologically, at this time many consumers are always harmed by business actors and service actors, both in terms of promoting or marketing their products, which are very exploitative and often harm consumers. The provision of compensation is a right that should be given to consumers in the event that consumers later feel harmed if the condition of the goods or services ordered or purchased is not the same or not in accordance with what was ordered or purchased.

The current consumer protection law is considered ineffective in protecting consumer rights. This can be seen both from the norms regulated in the Consumer Protection Law, weak in terms of implementation, and the existence of consumer protection implementing elements. In this advanced era, the consumer protection law should be updated, even though consumers themselves are now aware of their rights and obligations so that they can order and choose goods to be used or consumed [8].

The consumer protection law actually has a lot of weaknesses, therefore this consumer law must be immediately initiated to make changes because it does not protect consumers of service users as a whole. Consumer protection laws should be able to protect every human being, because all humans are consumers, not only consumers of goods but also must be able to protect service users. However, for now the consumer protection law is still in the scope of goods even though the consumer protection law mentions goods and / or services [9].

This has an impact on legal liability for goods, while for goods the liability is very different because the character is also different from services. Goods can be in the form of movable and immovable goods, tangible and intangible while services are not goods but are a form of service. For services, the relationship between the service provider and recipient is always contractual, while for goods because there is a distribution chain or supply chain, the relationship is not always contractual. The supply chain consists of producers, sub-distributors, wholesalers, then retailers and then consumers, so that if these consumers are harmed by the producer, they can sue the producer [10].

The addition of every word of goods and / or services in the consumer protection law will be considered the same even though the legal responsibility is very different and very fundamental in the current consumer protection so that changes need to be made. With the absence of regulation of service providers in the consumer protection law, this will be a problem in the application of the law. The existence of a norm vacuum regarding the concept of legal protection arrangements for consumers who use service providers in order to realize justice cannot be interpreted at will, so that with the existence of this norm vacuum, new laws will be found. This legal discovery is a way to deal with unclear or incomplete regulations or articles to be applied to a case.

Purchase choices are made by a five-stage behavioral process that includes problem identification, information search, selection evaluation, purchase decision, and post-purchase outcomes or behavior. These five steps indicate that the buying process begins long before the purchase and has a long-term impact. Based on the previous explanation, it is possible to conclude that purchasing decisions can be characterized as consumer behavior taken from a



wide range of alternative choices through the five phases of purchasing decisions. A decision, in the broadest definition, is a person's choice among various possibilities. A purchase decision is an integration process that combines knowledge attitudes to evaluate two or more alternative courses of action and choose one of them. According to the beliefs of experts, a purchase choice is a person's decision in which he chooses one of many possible alternatives and an integration process that integrates knowledge attitudes to evaluate two or more different actions and choose one of them [12].

In an effort to realize the goals of the state, namely increasing economic growth so as to improve the welfare of the Indonesian people, it is necessary to develop a harmonious mechanism in regulating the behavioral relationships of legal subjects involved in the economy, namely the state (government), business actors and citizens so that between business actors and citizens can fulfill their rights and obligations properly. In order to provide such protection, it is necessary to educate consumers so that they are smart in exercising their rights and the state has the duty and obligation to protect the public who are consumers of goods and /or services from the actions of business actors and service providers.

Second, the theory of justice (Radbruch, 2002) emphasizes that the law should not be seen solely as a set of technical and procedural rules. Instead, the law must reflect the underlying moral and ethical values, and must serve to protect the rights and interests of individuals, as a legal subject, consumers are weak legal subjects who need legal protection from both business actors and service providers. Third, juridically, Article 3 of the consumer protection law is precise in order to increase consumer awareness, knowledge, concern, ability and independence to protect themselves and foster the attitude of responsible business actors so as to protect consumer interests. Fourth, sociologically, the national economy in the era of globalization must be able to support the growth of the business world so that it can produce a variety of goods and / or services that can improve the welfare of many people and at the same time obtain certainty over the goods and / or services obtained from trade without having to cause harm to consumers.

The number of business actors who often commit violations against consumers, in order to protect consumer rights against such violations, it is necessary to regulate consumer protection that is more favorable to consumers. In principle, Law Number 8 Year 1999 on Consumer Protection has classified the forms of violations usually committed by business actors into 3 groups, all of which have been described in Chapter IV Articles 8 to 17, namely [13]:

- Prohibitions for business actors in production activities (Article 8);
- Prohibitions for business actors in marketing activities (articles 9-16);
- Prohibition for advertising business actors (Article 17).

There are at least ten (10) forms of prohibitions for business actors in producing, and/or trading goods and/or services to consumers based on Law Number 8 Year 1999 on Consumer Protection as follows:

- Not meeting or not in accordance with the required standards and provisions of laws and regulations;
- Does not correspond to the net or net weight, and the quantity in the count as stated in the table or etiquette of such goods;
- Not in accordance with the size, measure, scale and amount in the count according to the actual measurement;
- Not in accordance with the conditions, guarantees, features or efficacy as stated in the label, etiquette or description of the goods and/or services;
- Not in accordance with the quality, level, composition, process, processing, style, fashion, or specific use as stated in the label or description of the goods and/or services;
- Not in accordance with the promises stated in the label, etiquette, description, advertisement or sales promotion of the goods and/or services;
- Not stating the expiration date or the best period of use/utilization of certain goods;



- Not following the provisions of halal production, as stated in the “halal” statement included in the label;
- Not putting up labels or making explanations of goods that contain the name of the goods, size, weight/net or net contents, composition, usage rules, date of manufacture, side effects, name and address of the business actor and other information for use which according to the provisions must be put up/made.

If there is a case of violation by business actors of consumer rights, careful thought is needed in analyzing the case. Who is responsible and to what extent responsibility can be given to the parties involved, so the principle of responsibility is needed to provide protection to consumers [14].

CONCLUSION

The philosophical urgency is because basically all Indonesian people are consumers, so in accordance with paragraph IV the state must be able to protect all Indonesian people and all Indonesian blood spills, advance public welfare, educate the nation's life, and participate in implementing world order based on independence, eternal peace, and social justice. Theoretically in the theory of justice Radbruch emphasized that the law should not be seen solely as a set of technical and procedural rules. Instead, the law must reflect the underlying moral and ethical values, and must serve to protect the rights and interests of individuals, Juridically appropriate in article 3 in the consumer protection law in order to increase consumer awareness, knowledge, concern, ability and independence to protect themselves and foster the attitude of responsible business actors so as to protect consumer interests. Sociologically, the national economy in the era of globalization must be able to support the growth of the business world so that it can produce a variety of goods and / or services that can improve the welfare of many people and at the same time obtain certainty over the goods and / or services obtained from trade without having to cause harm to consumers.

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