E-ISSN: 2963-4946
Vol. 4 No. 10 July 2026
https://ajosh.org/

Asian Journal of
Social and Humanities

Aspects of Consumer Protection for Online Shop Business Actors in Delivery Service Negligence

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Keywords:
Consumer Protection Mechanism; Online Shop Business Actors; Justice

Abstract

The rapid growth of e-commerce puts delivery service companies as a crucial element in the distribution chain. However, this dynamic often raises a gap in losses for online shop business actors due to expedition negligence and inequality in the bargaining position in the use of standard clauses. Because of this polemic, this study questions how the legal protection mechanism is able to protect online shop business actors when facing the negligence of the shipper. Therefore, the research was directed to identify proportionate forms of legal protection as well as analyze the effectiveness of the compensation claim process based on Law Number 8 of 1999 concerning Consumer Protection. In order to unravel these problems, a normative juridical approach enriched with qualitative data is used through tracing of rules, interviews, and observations at J&T Kargo Kesambi. The results of the study revealed that there is an empirical clash between the principle of absolute responsibility in regulation and the practice of including exoneration clauses that unilaterally limit the value of compensation. Insurance facilities often shift into an instrument of release of the responsibility of service providers, forcing business actors to bear absolute financial risks if they do not use them. The fulfillment of this right is further hampered by claim procedures, such as the absolute obligation to include unboxing videos.

INTRODUCTION

The economic landscape in Indonesia has undergone significant transformation due to advances in information and communication technology. This digital revolution has given birth to the phenomenon of e-commerce or electronic commerce which is growing very rapidly. In general, e-commerce refers to the purchase and sale of products and services over the internet. The presence of e-commerce eliminates the need for buyers and sellers to meet in person, which was previously an absolute requirement in traditional buying and selling procedures. Buyers can now communicate online and transact without physical restrictions between cities. The shift in consumer behavior that now prioritizes practicality has opened up golden opportunities for MSMEs (Micro, Small, and Medium Enterprises) to expand market share without geographical barriers. Currently, the existence of online shops is no longer just a trend, but has become one of the backbones of the national digital economy. E-commerce is very helpful for business actors in developing networks, so that product sales can reach a wider range of consumers without time and place constraints (Orinaldi, 2020).

The success of transactions in the e-commerce ecosystem does not only depend on sellers and buyers, but also highly depends on third parties who play a crucial role as a connecting bridge, namely expedition or freight forwarding service companies (Prasetio et al., 2025). The relationship between online shop business actors and freight forwarding services is symbiotic mutualism. As intermediaries, forwarding companies play a vital role in ensuring goods arrive in the hands of consumers safely and on time. However, at the level of empirical facts (Das Sein), problems often arise due to the negligence of the delivery service. These forms of negligence include the loss of goods in the distribution process, goods received in damaged condition, extreme delivery delays, and wrong destination addresses. The losses experienced by business actors are not only material, but also immaterial in the form of damage to the reputation of the store and a decline in consumer confidence. The reality in the field also shows that there is an imbalance in bargaining positions between online shop business actors and delivery service companies which is often manifested in the form of standard agreements (Mantzari, 2022; Scandola, 2023). Standard clauses on delivery receipts often contain provisions limiting the responsibility of the expedition party (exoneration clause), for example by setting a maximum limit of replacement value that is far below the real value of the goods (Rohaya, 2018).

In fact, in terms of legal rules (Das Sollen), Law Number 8 of 1999 concerning Consumer Protection (UUPK) has provided clear guarantees. Based on Article 4 paragraph (8) of the UUPK, if the goods and/or services received are incorrect or not in accordance with the agreement, consumers have the right to compensation, compensation, and/or reimbursement. In line with this, Article 19 paragraph (1) of the UUPK establishes the principle of strict liability, where business actors (in this case logistics service providers) are obliged to provide compensation to consumers for damage, pollution, or losses arising from the services provided. This concept of absolute responsibility emphasizes that the burden of losses is no longer solely on the shoulders of consumers, and consumers do not need to prove elements of business actors' faults to be able to receive legal compensation (Sodikin, 2022).

Previous studies on consumer protection in the logistics sector have been conducted across various contexts. Darmawan and Muliya (2023) examined the responsibility of Shopee Express for lost goods and found that the implementation of consumer protection is still hampered by procedural obstacles in filing claims. Rohaya (2018) analyzed the prohibition of standard clauses containing exoneration clauses in consumer protection and concluded that the practice of including such clauses remains widespread. Sodikin (2022) explored the development of the strict liability concept as civil liability in environmental disputes, but did not specifically address its application in the logistics sector. However, these studies remain limited in several aspects: they did not specifically examine the dual role of online shop business actors as both business entities and consumers of delivery services, did not comprehensively analyze the gap between the absolute liability principle in UUPK and standard clause practices, and did not evaluate the effectiveness of compensation claim procedures in the context of modern logistics services. This research aims to fill these gaps by providing a more comprehensive and contextual analysis.

The novelty of this research lies in examining the legal protection of online shop business actors with a dual position as both business entities and consumers of delivery services, which has not been extensively studied previously, while offering a critical analysis of the gap between the absolute liability principle in UUPK (Article 19) and the practice of standard exoneration clauses in delivery service agreements, evaluating the extent to which the implementation of legal protection reflects Aristotle's concept of distributive and corrective justice. This study combines normative legal analysis with field data through interviews and observations at J&T Kargo Kesambi, providing a more comprehensive understanding of the gap between das sollen and das sein, while also offering practical recommendations for simplifying compensation claim procedures, including the absolute obligation to include unboxing videos that has been a structural obstacle in fulfilling business actors' rights. Ultimately, this research fills the gap in Indonesian consumer protection literature regarding the effectiveness of legal protection for online shop business actors in the logistics sector, which remains limited in its comprehensive examination of the interaction between UUPK norms and implementation practices.

There is a striking legal gap between the normative regulation of the UUPK and the real practice of implementing standard exoneration clauses by modern logistics service providers (Simarmata et al., 2025; Umiyati, 2026). The urgency of this research lies in the research gap regarding the dilemma of online shop business actors who have a dual role; Namely as a business entity on the one hand, but on the other hand has the status of an end consumer of delivery services. The unclear limitation of absolute liability in responding to the layered losses due to this one-sided standard clause requires an in-depth juridical review. Therefore, this research is very urgent to be carried out in order to reconstruct the proportionality of justice between logistics providers and online shop business actors, as well as fill the gap in the literature related to law enforcement in the digital economy ecosystem that continues to grow massively.

Based on the background above, this research aims to analyze the legal protection mechanism for online shop business actors against delivery service negligence and evaluate the effectiveness of the compensation claim process under Law Number 8 of 1999 concerning Consumer Protection, specifically examining how legal protection mechanisms operate under Indonesian positive law and how they are implemented in practice. This research is expected to provide theoretical benefits by enriching consumer protection law studies, particularly regarding the position of online shop business actors as delivery service consumers, while contributing to the development of legal protection theory in the digital economy and e-commerce logistics context. Practically, this research serves as evaluative material for policymakers in formulating more adaptive regulations, a reference for online shop business actors in understanding their rights, input for logistics service providers in improving service quality and clause transparency, and a foundation for future researchers studying consumer protection in the digital economy and logistics sectors.

METHOD

This research used normative juridical research methods. Legal protection for online shop business actors is studied through a normative lens, by examining the interpretation of written legal texts, applicable legal principles, and vertical and horizontal synchronization between laws and regulations. Referring to Soerjono Soekanto's view, normative legal research is legal research that is carried out by examining literature materials or secondary data as the main basis (Soekanto & Mamudji, 2007, pp. 13–14). Although normative-based, this research is combined with a qualitative approach, which is a method that focuses on understanding social problems comprehensively, in detail, and complex in real situations (Sugiyono, 2022). The presence of a qualitative approach serves as a confirmation instrument to see how a legal norm is interpreted and implemented in practice, especially in standard contracts for the delivery of goods. Thus, the analysis is not only fixated on the text of the law, but is able to produce a sharp normative analysis of the phenomenon of negligence in logistics delivery.

The legal materials used in this study are sourced from primary, secondary, and tertiary legal materials. Primary legal materials have binding power, which includes the Civil Code (KUHPerdata) and Law Number 8 of 1999 concerning Consumer Protection (UUPK). Secondary legal materials include various references that provide in-depth explanations of primary legal materials, such as textbooks from legal experts, scientific journals, jurisprudence, and previous research results that are relevant to the legal responsibilities of business actors (Marzuki, 2021). Tertiary legal materials such as legal dictionaries are used to complete the vocabulary of terms. All of these primary legal materials are analyzed in a qualitative descriptive manner to identify norms, obligations, prohibitions, and law enforcement mechanisms. Meanwhile, secondary legal materials are analyzed to understand law enforcement instruments and the liability doctrines that apply in them.

The collection of legal materials is carried out through a combination of library research and field research. In order to answer normative legal issues, the collection technique begins through the study of documents on various legal literature (Arifuddin et al., 2025). Furthermore, to support the normative analysis, the collection of additional material through observation and interviews is also a crucial part of this investigation. Semi-structured in-depth interviews are conducted with the management or operational staff of freight forwarding services to gather factual information about the implementation of compensation responsibilities. In addition, a review of documents was also carried out on the delivery receipt or standard contract clauses used by the expedition. All field data and library materials collected are then inventoried, classified, and systematized logically to see the extent to which UUPK regulations are implemented in real terms by service providers.

RESULTS AND DISCUSSION

Consumer Protection Legal Regulation in Delivery Service Negligence

In Indonesia's positive legal perspective, online shop business actors who use delivery services in their business activities can be positioned as service consumers because they utilize services provided by expedition companies based on legal relationships born from an agreement. This position gives business actors the right to obtain legal protection in the event of losses caused by negligence in delivery services. The definition of legal protection is essentially an effort to provide certainty to parties who are in a weaker position in a legal relationship (Sidabalok, 2014). In this context, online shop business actors are often in a position that is fully dependent on the performance of delivery services, so they are very vulnerable to losses if the service provider does not carry out their obligations proportionately.

The legal protection is regulated in Law Number 8 of 1999 concerning Consumer Protection (UUPK) which in principle aims to create a balance of rights and obligations between the parties. This economic interaction gives birth to a transportation agreement where the expedition party is obliged to distribute the goods safely to the destination, while the sender has an obligation to pay for the service fee. In order for an agreement to have binding legal force, it is required to meet the four conditions for the validity of the agreement as stipulated in Article 1320 of the Civil Code (KUHPercivil), which include: agreement of the parties, ability to act, the existence of certain objects, and halal causes. As long as there is an agreement of will that is in line with the principle of consensually, this transportation agreement is generally proven through transportation documents or receipts that are tangible evidence that the agreement has occurred and must be fulfilled (Permata, 2016).

In practice, the fulfillment of obligations in the transport agreement is often injured by negligence. Conceptually in law, negligence (culpa) is defined as an act of neglect, lack of care, or non-action that should be taken by a person in fulfilling his or her obligations, resulting in losses for other parties. The occurrence of negligence in the logistics distribution process such as the loss of goods, damage to packaging, or delay in delivery is a form of default on the agreement that has been built. With the occurrence of negligence that is detrimental to one of the parties, the law must regulate a recovery mechanism whose goal leads to the realization of justice.

In analyzing the direction of justice, a very relevant theoretical footing is the concept of justice according to Aristotle, which specifically divides it into distributive justice and corrective justice. Distributive justice requires a balanced distribution of rights, obligations, and risks between service providers and service users from the beginning of the contract. Meanwhile, corrective justice requires an equal restoration of rights for losses suffered by the aggrieved party due to the negligence of other parties. Therefore, when goods experience delivery problems, expedition companies are obliged to provide compensation as a form of corrective justice implementation to restore the legal balance that had been disturbed. Without this accountability mechanism, the principle of justice will not be achieved because the risk of loss is only unilaterally delegated to service users.

In line with the construction of consumer protection and Aristotle's concept of justice, Article 19 paragraph (1) of the UUPK emphasizes that business actors (logistics service providers) are responsible for providing compensation for losses incurred from the goods and/or services they trade. This provision shows that regulations provide real protection through accountability instruments. The arrangement of compensation for delivery negligence is a form of preventive and repressive protection that aims to create legal certainty, ensure the fulfillment of user rights, and reconstruct a truly fair relationship in the electronic commerce ecosystem.

Implementation of Legal Protection for Online Shop Business Actors Against Delivery Service Negligence

In the context of transportation services, business actors are positioned as consumers who use services to simplify the business process. The implementation of legal protection of consumer rights in the event of negligence has been regulated in detail in Article 4 of the UUPK, while the form of responsibility on the part of service providers is mandated in Article 19 of the UUPK (Darmawan & Muliya, 2023). As an instrument to mitigate the risk of damage to goods during the shipping process, the expedition applies a very strict Packaging Management Procedure to the Standard Operating Procedure (SOP). Outlet staff are required to conduct factual verification of the quality of customer packaging at the point of origin, where packages that do not meet the standards must be returned or repackaged for an additional fee. This standardization is categorized into three main types of packaging based on the physical characteristics of the commodity, namely cardboard packaging for basic protection; wooden packaging for high-sensitivity goods, electronics, furniture, and packages weighing more than

50 kg; as well as sack packaging intended for flexible commodities such as clothing and powder (Parhan & Burhannudin, 2024).

In addition to packaging governance, the implementation of the principle of duty of care for logistics companies is also realized through strict classification of prohibited commodities. Operational policy divides these prohibitions into three main risk categories. The first category is Prohibited Goods which have high legal and security implications such as firearms, narcotics, and securities. The second category includes Perishable Goods such as fresh food products and temperature-sensitive medicines, which are prohibited to avoid material losses due to quality damage during transit. The third category is Dangerous Goods including explosives, toxic substances, and corrosive substances. This systematic restriction functions as a preventive mechanism in minimizing the risk of work accidents and potential legal disputes due to the delivery of high-risk goods.

The protection system is then strengthened by the implementation of a shipping insurance scheme which is divided into Basic Protection (based on the nominal cost of shipping) and Maximum Protection (based on the percentage of the price of the goods). Juridically, the application of insurance of 0.2% for general goods and 2% for fragile goods serves as a bridge for the transfer of civil liability. The claim procedure, which has a maximum limit of up to IDR 200,000,000, requires pre-packing documentation to avoid misuse of claims and ensure that customers have complied with transportation safety regulations. Furthermore, based on the results of interviews in the field with delivery service providers, the current compensation system also covers the risk of delay through a daily insurance cashback scheme, for example IDR 10,000 per day of delay. This scheme not only secures consumers' finances, but also becomes a performance pressure instrument for service providers to comply with the promised estimated time.

In the process of handling disputes over damage to goods (bad handling), the investigation procedure requires the existence of unboxing videos as authentic evidence from the recipient's side. If negligence is proven to have occurred at the distribution point, the responsibility for compensation will be proportionately charged to the outlet concerned. Given that the absence of unboxing videos is often the main obstacle in submitting claims, management provides an alternative solution in the form of using CCTV footage in the outlet area during the handover process. The flexibility of this evidence is crucial to ensure that customers' rights remain protected and that the investigation process continues to run transparently and accountably. The value of compensation, both for damage and loss, will be determined based on the initial price of the goods through an objective asset value assessment process.

Based on the results of research in the field, the main findings show that there is an empirical clash between normative protection in the Consumer Protection Law and the practice of including standard clauses by delivery service providers. Although Article 19 of the UUPK adheres to the principle of strict liability which requires service providers to fully compensate for their negligence, contract documents or delivery receipts often unilaterally contain an exoneration clause. This clause limits the maximum amount of damages which is usually only ten times the cost of postage for goods that are not covered by additional insurance. This practice substantially rubs against the provisions of Article 18 paragraph (1) letter a of the UUPK, which expressly prohibits business actors from making or including standard clauses aimed at transferring responsibility. As a result, online shop business actors are always in a weak bargaining position and are forced to submit to these unilateral rules to ensure the sustainability of their business logistics distribution.

Furthermore, these findings confirm that shipping insurance instruments, which are actually offered as an additional (optional) protection facility, in practice have transformed into a legal shield for shipping companies to reduce their liability for their operational negligence (bad handling). When online shop business actors decide not to use insurance services to reduce the burden of operational costs, they are automatically exposed to the risk of absolute financial loss in the event of loss or damage. The value of compensation provided by the expedition party based on the standard clause is often far below the real value of the damaged or lost goods. This empirical reality confirms that the effectiveness of consumer protection law enforcement in the logistics sector has not been optimal, considering that the dispute resolution and compensation mechanism is still absolutely dictated by the construction of standard contracts that discriminate against the rights of service users.

In the findings of the study, there are several empirical cases, including online shop business actors who experience incidents of package loss. The package, which contained textile products weighing 11 kg worth Rp2,233,000, was declared lost due to the sinking of a shipping container. Considering that the shipper complies with operational standards by activating insurance and attaching valid documentation in the form of a purchase note and proof of packaging (bubble wrap), the logistics provider agrees to claim full compensation for the force majeure event. This case is an important precedent that the reluctance of business actors to activate insurance can be fatal. Without insurance premiums as a risk transfer instrument, the expedition party is often exempt from the obligation to bear the value of the goods in its entirety, so that online shop business actors are forced to bear all of these capital and financial losses independently.

CONCLUSION

The legal protection mechanism for online shop business actors against normative delivery service negligence has been accommodated through the Consumer Protection Law (UUPK), especially through the application of the principle of strict liability which requires service providers to provide compensation for damage or loss of goods. However, the practice of implementing legal protection in the field is still facing various structural obstacles. The main problem stems from the inequality of bargaining position between online shop business actors and delivery service companies, which is manifested in real terms through the application of standard exoneration clauses. This unilateral provision usually limits the liability of the shipping company, which makes it difficult for consumers to obtain full compensation in accordance with the real value of the loss. In addition, the requirements of the claim mechanism that require the availability of specific evidence, such as pre-package documentation and unboxing videos, are also a burdensome procedural obstacle if consumers do not have the completeness of the supporting evidence. As a result, the actual capacity of consumer protection regulations has not been fully able to reflect the principles of justice both distributive and corrective justice and proportional balance for the parties in the order of implementation. In order to realize full justice, it is necessary to optimize supervision of the prohibition of the inclusion of standard exoneration clauses, simplify the bureaucracy of submitting claims, and increase legal literacy and awareness for online shop business actors related to risk transfer instruments such as shipping insurance. These strategic steps are essential to ensure that legal protection instruments can operate effectively, fairly, and are able to provide precise legal certainty in the midst of the dynamics of the e-commerce ecosystem.

REFERENCES

Arifuddin, dkk. (2025). *Metodologi penelitian hukum: Pendekatan teoretis dan praktis*. Prenada Media.

Darmawan, J. S. S., & Muliya, L. S. (2023). Tanggung jawab Shopee Express atas kehilangan barang yang dilakukan oleh kurir dihubungkan dengan Undang-Undang No. 8 Tahun 1999 tentang perlindungan konsumen. *Bandung Conference Series: Law Studies, 3*, 606–610.

Mantzari, D. (2022). Power imbalances in online marketplaces: At the crossroads of competition law and regulation. In *Research handbook on the law and economics of competition enforcement* (pp. 170–192). Edward Elgar Publishing.

Marzuki, P. M. (2021). *Penelitian hukum* (Edisi revisi). Kencana Prenada Media Group.

Orinaldi, M. (2020). Peran e-commerce dalam meningkatkan resiliensi bisnis di era pandemi. *ILTIZAM Journal of Shariah Economics Research, 4*, 36–53.

Parhan, P., & Burhannudin, R. A. (2024). Mengoptimalkan kualitas layanan: Dampak implementasi SOP dalam layanan jasa kurir. *Jurnal Inovasi Manajemen, Kewirausahaan, Bisnis dan Digital (JIMaKeBiDi), 1*, 01–12.

Prasetio, A., Bagas, A. H., Adiningtyas, H., & Liew, T. W. (2025). The role of service quality, customer perceived value, and trust in enhancing customer satisfaction of expedition service. *Decision Science Letters, 14*(1).

Rohaya, N. (2018). Pelarangan penggunaan klausula baku yang mengandung klausula eksonerasi dalam perlindungan konsumen. *Jurnal Hukum Replik, 6*, 23–42.

Scandola, S. (2023). *Bargaining power imbalances in platform-to-business relations: Between competition law and regulation.*

Sidabalok, J. (2014). *Hukum perlindungan konsumen*. PT Citra Aditya Bakti.

Sihombing, A., dkk. (2023). *Hukum perlindungan konsumen*. CV Azka Pustaka.

Simarmata, J., Wijaya, A., & Sanggalang, R. S. (2025). Legal protection for consumers against the exoneration clause on the goods stated if the goods are broken or damaged is the same as buying in the review of Law Number 8 of 1999 on Consumer Protection. *Journal of Law, Politic and Humanities, 5*(6), 4599–4605.

Sodikin, S. (2022). Perkembangan konsep strict liability sebagai pertanggungjawaban perdata dalam sengketa lingkungan di era globalisasi. *Al-Qisth Law Review, 5*, 261–298.

Soekanto, S., & Mamudji, S. (2007). *Penelitian hukum normatif: Suatu tinjauan singkat.* Rajawali Pers.

Sugiyono. (2022). *Metode penelitian kualitatif: Untuk penelitian yang bersifat eksploratif, interpretif, interaktif, dan konstruktif*. Alfabeta.

Sutrisno, E. (2025). *Pemaknaan budaya hukum: Menggagas kesejahteraan masyarakat*. UGJ Press.

Sutrisno, E., dkk. (2025). *Disparitas hukum dan perubahan sosial: Sebuah monograf*. UGJ Press.

Umiyati, S. W. (2026). A normative juridical analysis of standard clauses in e-commerce: Consumer protection and the nullity of exoneration clauses on the Shopee marketplace under Indonesian Law No. 8/1999. *Al-Kharaj: Journal of Islamic Economic and Business, 8*(1).