

Legal Protection of Consumers Using E-Commerce Services During the Covid-19 Pandemic

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ABSTRACT

Technology development brings progress in all aspects of human life. In line with developments in this era of globalization, there are also developing economic activities in society. One of the impacts of economic developments is e-commerce activities—the development of e-commerce towards fast, secure, and confidential payment system. However, in the early 2020, the world was shocked by the spread of coronavirus (SARS-CoV-2), and the disease is called Coronavirus disease 2019 (Covid-19). The author wants to question the matter, namely, How is the Legal Protection of Consumers Using E-Commerce Services During the Covid-19 Pandemic? This study uses normative legal research methods. The analytical approach used is a qualitative approach to primary and secondary data, then analyzed descriptively. The result showed that since President of Indonesia, Joko Widodo, declared Covid-19 to be a national disaster with Presidential Decree No. 12 in 2020 with regard to the Determination of the National Disaster of the Spread of Corona Virus Disease 2019 as the National Disaster, public trust has relied on the e-commerce services to fulfill their daily needs. The days are increasing as the pandemic progresses, even to this moment, where the increase in the use of e-commerce, including the risk of consumers experiencing losses. However, the current law in Indonesia is sufficient to guarantee the legal protection for the consumers who utilize e-commerce, which proves that there is an element of consumer error in the compensation claim is the burden and liability of the business actor. So, the burden of proof does not lie with consumers, but the e-commerce business actors themselves.

Keywords: Consumer, Covid-19, Legal Protection.

1. INTRODUCTION

In the current Industry 4.0 era, a sale and purchase transaction no longer requires or requires the seller and the buyer to meet face to face then pay and receive (ijab kabul) using demand deposits in conducting a business transaction, but business transactions can be carried out with facilities virtual world or the internet.²

The rapid development of technology brings progress in almost all aspects of human life. In line with developments in this era of globalization, economic activities in society are also developing. One of the impacts of existing economic developments is e-commerce activities. E-commerce in the world towards a fast, safe, and also secret payment system.

Covid-19 has affected on many sectors of life, including the economy and business. Covid-19 has caused economic shock, impacting individuals, households, small and large companies, and also affecting the economy of country with the scale of

coverage from local to global scale. However, not all of them were affected. E-commerce business sector during the Covid-19 pandemic experienced the number of profits since it is online based.

Evidence from this statement is, for example, that the revenue of several world retail websites showed significant growth in the pandemic. In the United States, the highest-ranking was occupied by the website Amazon.com which was able to record sales of US\$ 4.059 billion, followed by Ebay.com with sales of US\$ 1.227 billion.⁵

In Indonesia, some e-commerce companies have also benefited from the increased profits during the pandemic of Covid-19. Bukalapak, for instance, as one of unicorn startup companies in Indonesia with appraisal of up to US\$1 billion, has developed the choice of essential food products over the past few weeks to fulfill the needs of consumers who stay at their home.

Meanwhile, the changing market dynamics caused by the pandemic are also providing opportunities for online

food delivery services. Market leaders such as Go-Food and Grab Food which can be accessed via Go-Jek and Grab have carried out contactless delivery mechanisms and very tight hygiene procedures to continue doing the serving for the consumers. Industry players explain that the food delivery market in Indonesia has the potential to double in 2020 due to the Covid-19 outbreak.

2. RESULT AND DISCUSSION

2.1 E-Commerce in Indonesia

According to the World Trade Organization (WTO), E-Commerce consists of the process of production, distribution, marketing, sales, and also delivery of goods and even services through electronics. At the same time, the OECD (Organization for Economic Cooperation and Development) states that e-commerce, namely transactions based on electronic data processing and transmission. The Alliance for Global Business, the world's leading trade association, defines *e-commerce* as all transactions of value through the transfer of information, products, services, or payments through electronic networks as a medium.

In 1970, e-commerce applications started in their simplest form. Because computers were expensive at that time, computers could only be bought by multinational companies (MNCs), large organizations, and corporations.

In 1980, the way computers work, and function changed, supermarkets or shops began to use computers as cash payment machines and abandoned traditional payment methods. In 1990, computers began to be used in homes and small businesses. Even big companies like IBM and Hewlett Packard (HP) are starting to serve these new markets. 11

In 1992, the worldwide web (www) revolution emerged. The internet that uses hypertext (superscript) and the standard gateway interface (CGI) or the CGI general gate boundary became known and grew in 1993. Since then, websites have become outlets for advertising or product sales purposes. -products for all kinds of businesses, has developed and become a global phenomenon. 12 The growth of electronic data exchange or Electronic Data Interchange (EDI) has made the business community start using EDI for data exchange. ATM (Asynchronous Transfer Modes) or shared transfer modes and the internet make communicating via computers with remote access more accessible and more economical.

At the beginning of the 21st century, the number of internet users has increased throughout the world. This has paved the way for a new business form, such as buying and selling, marketing, and others. E-Commerce has developed with several considerations and goals to be achieved, including 13 through a competitive process; organizing acquisition processes cost-effectively and efficiently; enable companies to conduct business or

transactions with distant counterparts and premises; empowering small businesses and others. Therefore, e-commerce is an alternative transaction that is quite promising because e-commerce is seen as having many conveniences for the parties who use it, both merchants and buyers.

The existence of e-commerce in Indonesia was pioneered by an online bookstore known as Sanur. The first idea for an e-commerce business was an online bookstore, inspired by a similar e-commerce business, namely www.amazon.com. Currently, Sanur has transactions per month, offers 30,000 books, and has 11,000 customers. Now, Indonesia has many e-commerce business actors, including the famous ones, namely Go-Jek, Grab, Shopee, OVO, Kredivo, and others.

2.2 Covid-19 Throughout 2020 In Indonesia

President Joko Widodo declared Covid-19 as the national disaster with Presidential Decree No. 12 in 2020 concerning the Determination of National Disaster for the Spreading of Corona Virus Disease 2019 as National Disaster. Presidential Decree No. 12 in 2020 was stipulated in Jakarta on 13th April 2020, after stipulating Presidential Decree No. 11 in 2020 regarding the Determination of the COVID-19 Public Health Emergency.

According to the Head of the Payment System Policy Department of Bank Indonesia (BI), e-commerce sales up to 26%, with new consumers at 51%. Digital payments also intensify with the use of technology. More than 70% of Kredivo's transaction portion are from e-commerce. Shopee noted that there were 260 million transactions during the second quarter in 2020, with an average of more than 2.8 million transactions per day. This record shows an increase of 130% compared to the previous year.

Legal Protection Of Consumers Using E-Commerce Services During The Covid-19 Pandemic From 2020 until 3 December last, 1,220 consumer complaints went to National Consumer Protection Agency. Several complaints in the field of financial and e-commerce are dominantly from consumers. During the pandemic period, especially from April to December, complaints intersect between the e-commerce sector and fintech companies. According to Rizal, this slice of the complaint is closely related to changes in people's consumption patterns since the Large-Scale Social Restrictions (PSBB) policy was implemented. This data shows that the increasing use of e-commerce services, the risk to consumers experiencing losses is very high. Thus, it is necessary to look at how the laws in Indonesia guarantee legal protection for consumers using e-commerce services.

In general, the principle of legal liability are as follows:

1. The principle of Liability Based on Fault. This explains that a person can be held legally responsible, if it is proven with the existence of an element of error that has been committed;
2. The Presumption of Liability Principle. This principle states that the defendant is responsible (Presumption of Liability Principle) until the defendant can prove his innocence;
3. The Presumption Non-Liability Principle. This principle is such the opposite of the presumption principle always to be responsible. This principle is limited in the scope of consumer transactions;
4. The principle of Absolute Liability (Strict Liability). This principle stipulates that error is not as the determining factor, but some exceptions allow exemption from responsibility in this respect, such as in a Force Majeure situation;
5. The principle of liability with limitations (Limitation of liability), the application of this principle is welcomed by business actors to be used as an “exoneration clause” in the standard or standard agreement they make. This principle is detrimental to the consumers if business actors limit their responsibilities unilaterally in standard agreements.

In the e-commerce transactions, responsibility also applies to the business actors, in this respect, merchants, if the consumers find the goods and/or services purchased are not by the agreement. Aspects of the liability of business actors in the UUPK contains in the Articles 19 to 28. This aspect is used when the business actors commit acts that cause harm to the consumers. This loss can be in the form of damage, pollution of goods and/or services traded by business actors.

The provisions of Article 19 were later developed in the Article 23, which states: “Business actors who refuse and/or do not respond and/or do not fulfill compensation for consumer demands as referred to in Article 19 paragraph (1), paragraph (2), paragraph (3), and paragraph (4), can be sued through the consumer dispute settlement agency or put to the judiciary at the consumer’s domicile”.

According to Inosentius, the formulation of Article 23 of the UUPK appears to have emerged based on two frameworks. First, Article 19 in the UUPK refers to the principle of presumption of negligence. This principle is from the assumption that the consumer does not suffer a loss if the producer does not make any mistake. In another formulation, if the consumer experiences a loss, the producer has made a mistake. As the consequence of this principle, the UUPK uses time limit for the payment of compensation 7 days after the date of the transaction. Judging from the context of Article 23, the 7 day time limit is not aimed to undergo the process of verification. However, it only provides the chance for the producers to pay or even find the solutions, including dispute resolution through the courts.

The responsibility of business actors to consumers in the transactions through e-commerce has not been regulated either in the Consumer Protection Act or the Electronic Transaction Law. The Consumer Protection Act only regulates on buying and selling conventionally, while the Electronic Transaction Law regulates electronic transactions in general; there is no particular mention of e-commerce. This weakness is one of the factors that create it difficult for consumers to appeal accountability from business actors in buying and selling via the internet if there is a loss (in a broad sense) for consumers.

3. CONCLUSION

Since President Joko Widodo declared Covid-19 to be a National Disaster with Presidential Decree No. 12 in 2020 concerning the Determination of the National Disaster of the Spread of Corona Virus Disease 2019 (COVID-19) as a National Disaster, public trust in relying on e-commerce services to meet their daily needs has increased. Increasing as the pandemic progresses, even to this moment, the increase in the use of e-commerce, including the risk of consumers experiencing losses.

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