

Consumer Protection of Tiket.Com Application Services

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ABSTRACT

Keywords: consumer protection, unilateral cancellation, tiket.com.

The agreement between consumers and Tiket.com as organizers are included in the electronic agreement because it is carried out online by utilizing the sophistication of the internet. Internet sophistication does not always have a positive impact, but also risks, such as abuse by irresponsible parties, for example, the case of unilateral cancellation carried out by Tiket.com due to the ban on homecoming by the government. Tiket.com canceled the trip and the consumer submitted a refund request to Tiket.com. The Tiket.com to consumers due to indications that they did not provide honesty and clarity to consumers regarding the refund. This study aims to determine and analyze consumer protection of Tiket.com application services and find legal remedies for these problems. The method used in compiling this research is a normative juridical method with descriptive research specification analysis, using secondary data obtained through literature studies with primary material. The results of this study show that Tiket.com who make unilateral cancellations related to flight tickets for indications of not providing honesty and vagueness of refunds are included in Unlawful Acts (PMH) and for the cancellation policy, Tiket.com contrary to the Consumer Protection Law and the ITE Law. To protect consumer rights, consumers can file a claim for compensation for PMH based on Article 1365 of the Civil Code.



Introduction

The country of Indonesia has entered the digital era, where almost all joints of human life can be fulfilled easily thanks to the help of technology and the rapid use of the internet. (Mundzir et al., 2021). This is seen from every aspect such as transportation, health, transaction needs, education, social, and even vacation needs can be accessed easily, quickly, and practically if we have adequate internet devices. (Maharani, 2022).

This is marked by the entry of electronic system operators who provide e-ticket purchase facilities, one of which is Tiket.com. The organizers provide e-ticket purchase facilities for transportation and accommodation tickets, as well as entertainment tickets

(Tuasalamony et al., 2023). The definition of electronic transactions is regulated in Article 1 Number 2 of Law Number 11 of 2008 concerning Information and Electronic Transactions which states that electronic transactions are legal acts carried out using computers, computer networks, and/or other electronic media (Hassanah, 2015). The various dynamics of technological growth that occur so quickly cause the relationship between countries around the world to be limitless. On the one hand, the public as consumers will feel easy with the development of technology that is so fast and advanced according to its use. On the other hand, the public needs to be aware that the sophistication of technology can be used by irresponsible parties to commit illegal acts (PMH) carried out virtually by utilizing this internet infrastructure (Malinda, 2019). When using an application or an electronic transaction occurs, there is an agreement available in the form of an electronic contract (e-contract) that must be agreed upon by the consumer before using the application. Consumers who have downloaded the Tiket.com application, before being able to run or use the application, will see a request for approval based on the terms of use or application terms and conditions that must be approved, and if it is not approved, the services on the application will not be able to be used directly. These terms and conditions are the basis of the agreement between consumers and application providers, namely Tiket.com which will be binding for the parties who sign it.

Article 1 Number 10 of Law Number 8 of 1999 concerning Consumer Protection (hereinafter referred to as UUPK) says that a standard clause in every rule or provision and condition that has been prepared and determined in advance unilaterally by business actors which is outlined in a document and/or agreement that is binding and must be fulfilled by consumers. (Handayani, 2020). In addition, with the existence of this standard agreement, it is very possible to contain certain requirements that are beneficial to the maker, namely Tiket.com. The existence of consumers' ignorance of the rights owned by consumers, as well as the lack of a critical attitude to read and review the terms of use before using the application, are often used by application providers in making e-contracts to include clauses that may alleviate or eliminate certain burdens and obligations that should be the responsibility of the application provider. (Putri, 2020). The clause contained in an agreement in which one party avoids fulfilling its obligation to pay compensation in whole or in part due to a breach of promise or unlawful act is called an exoneration clause. (Hikmah, 2017).

Regulations regarding the exoneration clause are regulated in Article 18 number 1 letter a of the UUPK which states that business actors offering goods and/or services intended for trading are prohibited from making or including standard clauses in each document and/or agreement when declaring the transfer of responsibility of business actors (Rizal et al., 2019). The inclusion of this clause in an agreement results in losses to consumers, because the burden that should be borne by business actors shifts to consumers. The inclusion of standard clauses in the terms and conditions of use of the application Tiket.com includes detailed terms regarding the limitation of liability and scope of power between the two parties., in reality, Tiket.com parties do not obey the agreements that have been stated with various existing problems such as unilaterally

canceling consumers who have bought e-tickets, being late or not having the certainty to return the money that has been paid, in its implementation, the electronic system is not spared from problems, including in the purchase of e-tickets on Tiket.com. For example, in February 2021 bought a flight ticket for the Jakarta to Medan route with the booking code SUEOIM and airline number JT382 on Tiket.com for May 6, 2021 (Naviah, 2021). This is because of the ban on going home by the government, so the trip was cancelled by Tiket.com and submitted a refund request to Tiket.com. On April 26, 2021, Tiket.com approved the refund process with ID number: 111808121 and said that it had refunded to the independent CC limit. The refund process takes about 6 to 14 working days, but after checking according to their promise, the funds never come in. During that time, continue to communicate with Tiket.com through email, WA chat, and so on. The answer is always the same, the refund process has been completed and the funds have been returned with evidence attached.

When checking with Bank Mandiri several times, via email and phone, until the consumer came to the Bank Mandiri office, last June 4, 2021, according to the consumer, there was no refund transaction from Tiket.com. The consumer by showing evidence from Tiket.com said it was not proof of a fund transfer. Every time I asked for proof of transfer, Tiket.com did not respond. So all they have said is that it is done and just waiting to enter the account is just a trick to delay payment, even until the application transaction history Tiket.com is deleted.

This results in consumers feeling disadvantaged because Tiket.com does not provide honesty about refunds and clarity unilaterally. Losses suffered by consumers can be in the form of material and immaterial losses. Consumer material losses are losses that can be calculated or nominated such as money that has been spent to buy airline tickets, while immaterial losses are abstract losses such as consumer disappointment with Tiket.com due to the unilateral cancellation and there is also a sense of consumer fear to buy airline tickets in Tiket.com. This is the need for consumer protection as enshrined in Law Number 8 of 1999 concerning Consumer Protection (hereinafter referred to as UUPK) to anticipate uncertain, unclear, dishonest indications regarding unilateral cancellation and refunds that should be the consumer's right by the e-contract Tiket.com.

Method

This study uses a normative juridical approach method with the specification of descriptive research analysis, using secondary data obtained through literature studies with primary materials in the form of Law Number 8 of 1999 concerning Consumer Protection. Then the data obtained was analyzed in a qualitative normative manner.

Results and Discussion

A form of consumer protection for Tiket.com Application Services

Based on Article 4 of the Consumer Protection Law (hereinafter referred to as UUPK) which reads:

"Consumer rights are:

- 1) The right to comfort, safety, and/or security in consuming goods and/or services;
- 2) The right to clear, true, and truthful information regarding the condition and guarantee of goods and/or services used;
- 3) The right to be heard for complaints and opinions regarding the goods and/or services used;
- 4) The right to appropriate advocacy, protection, and consumer settlement;
- 5) The right to education and consumer development;
- 6) The right to be served and treated honestly, correctly and non-discriminatory;
- 7) The right to compensation, compensation, and/or harassment if the goods and/or services received are not by the agreement or are not as they should be;
- 8) Rights regulated in the provisions of other laws and regulations."

Based on Article 4 of the Law on Consumer Protection, tiket.com should provide clarity for refunds to consumers who are not fulfilled. The legal relationship that occurs between business actors and consumers is continuous and mutually sustainable. "The legal relationship between consumers and business actors begins during the process of production, distribution, marketing, supply, to the consequences of consuming these goods and/or services". Both business actors and consumers each have rights and obligations. A loss will arise and be experienced by one party if the other party is unable to fulfill its obligations. Both business actors and consumers each have rights and obligations. A loss will arise and be experienced by one party if the other party is unable to fulfill its obligations. As a result of these losses, the party that caused the loss is obliged to fulfill its liability.

The party that feels disadvantaged is the community (hereinafter referred to as consumers) by Tiket.com. In this problem, some parties are disadvantaged because they do not get their rights. If it is connected with the theory of civil liability, it is the parties who are responsible for the relationship and/or legal event, which causes losses to the other party. One of them is the theory of error, that liability is based on the principle that there is an element of fault on the part of the defendant in an unlawful act (*onrechtmatig-daad*) as regulated in Article 1365 of the Civil Code. In the common law system, the principle of liability based on fault called the "principle based on fault" applies generally to both civil and criminal law. According to the "principle based on fault", a person can only be asked for juridical "responsibility" if there is an element of fault in the defendant. Regarding the principle of liability based on fault, according to the provisions of Article 1365 of the Civil Code which is classified as an unlawful act, it is necessary to observe the elements that must be met, namely:

1. the existence of deeds;
2. the existence of an element of error;
3. the existence of material and non-material losses;
4. There is a causal relationship between error and loss.

It should be explained that the element of error contains a meaning that is not only contrary to the law in a material sense but also contrary to the propriety and decency of

society. The liability of Tiket.com for violating Article 4 letter c and Article 7 of the UUPK based on unlawful acts is obliged to provide compensation in the form of a refund.

In addition, in reality, the policy did not run as it should. Tiket.com unilaterally canceled air tickets due to the government's ban on homecoming, but there were indications of a lack of honesty and unclarity Tiket.com regarding refunds. Tiket.com said they would refund in about 6 to 14 working days, but after checking according to their promise, the funds never came in. During that time, continue to communicate with Tiket.com through email, WA chat, and so on. The answer is always the same, the refund process has been completed and the funds have been returned with evidence attached.

When checking with Bank Mandiri several times, via email and phone, until consumers came to the Bank Mandiri office, last June 4, 2021, according to them there were no refund transactions from tiket.com. The consumer by showing evidence from Tiket.com said it was not proof of a fund transfer. Every time I asked for proof of transfer, Tiket.com did not respond. So all they have said is that it is done and just waiting to enter the account is just a trick to delay payment, even until the application transaction history Tiket.com is deleted.

Tiket.com as the organizer has mentioned in the terms and conditions of ticket purchase and cancellation, precisely in point 8 it says that "Neither tiket.com nor our Provider Partners can be responsible or bear your losses, if We are unable to deliver the Product or provide Services to You, as a result of things that occur due to compelling circumstances or that are beyond the control of Us or the Provider Partners to control, Such as, but not limited to wars, riots, terrorism, industrial disputes, government actions, epidemics, pandemics, natural disasters, fires or floods, extreme weather, and so on" meaning that this provision is a void condition agreed upon by the parties to the agreement and refunds by existing provisions. This, until the specified time, there is no honesty and clarity regarding the refund that has been agreed in the terms of the Tiket.com agreement.

The interests and rights of consumers in Indonesia are protected by Article 4 of the Consumer Protection Law mentioned above. Before the unilateral cancellation was carried out, Tiket.com did not provide an opportunity for consumers to confirm in advance. When consumers ask Tiket.com for clarity regarding the indications of fraud found, Tiket.com cannot provide it.

Tiket.com as a business actor has obligations that must be carried out based on Article 7 of the Consumer Protection Law, which reads: "The obligations of business actors are:

1. In good faith in carrying out their business activities;
2. Provide true, clear, and truthful information regarding the condition and warranty of the goods and/or provide explanations of use, repair, and maintenance;
3. Treat or serve consumers correctly and honestly and non-discriminatory;
4. Ensuring the quality of goods and/or services produced and/or traded based on the provisions of the applicable quality standards of goods and/or services;
5. Providing opportunities for consumers to test and/or try certain goods and/or services as well as providing guarantees and/or guarantees for goods made and/or traded;

6. Providing compensation, compensation, and/or reimbursement for losses due to the use, use, and utilization of goods and/or services traded;
7. Providing compensation, compensation, and/or reimbursement if the goods and/or services received or utilized are not by the agreement.

Referring to Article 7 Letter A of the Consumer Protection Law, business actors are required to carry out their business in good faith. The implementation of the agreement in good faith means that all parties are obliged not to violate the rules of decency and propriety, so that there is a guarantee of justice for the parties and prevents losses for both. Not only that, but good faith in an agreement also means that each party must be open and provide comprehensive and detailed information that can have an impact on the other party's decision to agree or not to agree to an agreement.

This is due to the non-disclosure of Tiket.com information related to consumer orders that have been paid, Tiket.com does not have good faith in carrying out their business activities and does not treat their consumers properly and honestly. This is contrary to Article 4 letters c and g, and Article 7 letters A, b, and c of the Consumer Protection Law. Many consumers have submitted their complaints to Tiket.com about this unilateral cancellation. In response to this, Tiket.com stated a new provision where consumers must attach proof of screen recording when purchasing tickets so that tickets can be revalidated. This provision does not exist and is not socialized before ticket sales begin, so not many consumers have proof of the screen recording. As a result, consumers whose rights are threatened with harm have no other choice but to accept the cancellation of the ticket and refund the money. This settlement mechanism is considered inappropriate because the issuance of the new provisions is unfair and detrimental to consumers. As stipulated in Article 4 letter e of the Consumer Protection Law, consumers have the right to obtain proper dispute resolution efforts, while dispute resolution provided by Tiket.com does not heed the position and rights of consumers. Therefore, Tiket.com has not fulfilled the provisions of Article 4 letter e of the Consumer Protection Law.

This results in consumers feeling disadvantaged because Tiket.com does not provide honesty about refunds and clarity unilaterally. Losses suffered by consumers can be in the form of material and immaterial losses. Consumer material losses are losses that can be calculated or nominated such as money that has been spent to buy airline tickets, while immaterial losses are abstract losses such as consumer disappointment with Tiket.com due to the unilateral cancellation and there is also a sense of consumer fear to buy airline tickets in Tiket.com.

Based on these problems, the applicable provision in Indonesia is the Consumer Protection Law. This is with legal protection for consumers against the non-fulfillment of rights that have not been fulfilled by Tiket.com. That in legal protection for consumers is very important because the position of consumers is often neglected, then a legal balance is needed, namely protection between business actors and consumers. Consumer protection regulations in Indonesia are regulated in Law Number 8 of 1999 concerning Consumer Protection (hereinafter referred to as UUPK). According to Article 1 number

1 of the UUPK, consumer protection is any effort that guarantees legal certainty to protect consumers. The ratio of the existence of UUPK is:

1. Balancing the bargaining power of consumers to business actors, and
2. Encourage business actors to be honest and responsible in carrying out their activities.

The UUPK intends to provide a balance between the parties because the legal protection provided to consumers is not intended to kill the business of the actors, but rather to encourage a healthy business climate and improve the quality of goods and/or services.

This is due to the regulation of consumer protection legislation that forces business actors psychologically, namely Tiket.com to fulfill consumer rights. From the above problem, the Tiket.com Party has violated the UUPK. Supposedly, with the regulation of the UUPK, business actors do not violate consumer rights, but the reality is that many business actors violate consumer protection rights as contained in the research results in the three news, Tiket.com violate the rights of the community (consumers) that should be protected. So business actors, namely Tiket.com, must be given sanctions by consumer laws and regulations.

Legal Remedies Against Consumer Protection of Tiket.com Services

Based on the description of the problems that consumers can overcome by filing a lawsuit for compensation based on the PMH above, the regulation of consumer dispute settlement in the UUPK is regulated in Articles 45 to 48. In the regulation, it is explained that aggrieved consumers can sue business actors through institutions in charge of resolving consumer disputes or through courts in the general court environment. Article 48 of the UUPK explains that the litigation route is taken by filing a lawsuit through the court referring to the provisions on the applicable general judiciary by paying attention to Article 45 of the UUPK. This UUPK has provided four ways to file a lawsuit in court, namely a lawsuit by an aggrieved consumer or the heir concerned (individual), a lawsuit filed by a group of consumers who have the same interests, non-governmental consumer protection institutions, and the government.

The non-litigation route in resolving consumer disputes is taken through conciliation, mediation, and arbitration where the goal is to reach an agreement on the form and amount of compensation and/or regarding certain actions to ensure that there will be no recurrence or recurrence of losses suffered by consumers. So in practice, conciliation is a dispute resolution taken on the initiative of one of the parties or parties, while the Consumer Dispute Settlement Agency assembly, hereinafter called BPSK, is active so that the BPSK Assembly is only an intermediary between the parties to the dispute. BPSK as a conciliator clarifies the problems that occur and joins amid the parties, providing approaches to the parties even though they are not very active and completely left to the parties and bringing together different views among the parties who must meet. BPSK as an institution that resolves consumer disputes has the task of summoning consumers and business actors in disputes, summoning witnesses and expert witnesses when necessary, providing a forum for consumers and business actors in disputes, answering questions from consumers and business actors regarding laws and regulations

in the field of consumer protection. Another way to resolve disputes outside the court is mediation. Mediation is a process to reconcile the parties to a dispute. Mediation is an alternative way of resolving a dispute where the parties to a dispute submit the settlement to a mediator to obtain a fair outcome and acceptance by the parties to the dispute.

In practice, in consumer dispute resolution, mediation is a dispute resolution process in which a third party is a neutral party and BPSK is the third party. The BPSK Assembly is only active as an intermediary and advisor. The task of BPSK as a mediator is to call consumers and business actors in disputes, call witnesses and expert witnesses when necessary, provide a forum for consumers and business actors in disputes, actively reconcile consumers and business actors in disputes, actively provide suggestions or recommendations for resolving consumer disputes by laws and regulations in the field of consumer protection.

Based on the case I researched, consumer dispute resolution uses non-litigation channels. This is the Tiket.com unilaterally canceled to the consumer due to the government's ban on homecoming, but there are indications of a lack of honesty and unclarity Tiket.com regarding refunds. Tiket.com said that they would refund about 6 to 14 working days, but after checking according to their promise the funds never came in. When checking with Bank Mandiri several times, via email and phone, until consumers came to the Bank Mandiri office, last June 4, 2021, according to them there were no refund transactions from tiket.com. The consumer by showing evidence from Tiket.com said it was not proof of fund transfer. Every time I asked for proof of transfer, Tiket.com did not respond. This is the consumer who has sued for Tiket.com settlement. The consumer asks for a settlement by mediation and has reported to BPSK. BPSK has contacted Tikaet.com. That from the Tiket.com side provided a settlement that the return of the ticket was just waiting to be transferred to the account. That the activeness of the BPSK Assembly as an intermediary and advisor to Consumer Dispute Resolution (PSK) using mediation. The principle of procedures for Resolving Consumer Disputes (PSK) using mediation is 2 (two) (Article 31 of the Decree of the Minister of Justice No.350/MPP/Kep.12/2001). First, the process of resolving consumer disputes regarding the form and amount of damages is left entirely to the parties, while the BPSK Council acts actively as a mediator by providing advice, instructions, suggestions, and other efforts in resolving disputes. Second, the results of consumer and business deliberations are issued in the form of BPSK decisions. That the legal remedy is a form of protection for consumers.

Conclusion

Tiket.com as the organizer has unilaterally canceled air tickets booked by consumers due to the ban on homecoming from the government. This action is considered an Unlawful Act (PMH) according to Article 1365 of the Civil Code, which requires the existence of elements of acts, mistakes, losses, and causal relationships between mistakes and losses. In this case, Tiket.com was accused of not being honest and not providing clarity regarding the refund process, which caused losses for consumers.

Aggrieved consumers have taken the non-litigation route as a form of Tiket.com legal responsibility, by the Consumer Dispute Resolution (PSK) mechanism through mediation. The consumer has filed a lawsuit with the BPSK (Consumer Dispute Settlement Agency) and the BPSK has contacted Tiket.com. Tiket.com then stated that the refund would be processed immediately to the consumer's account. The mediation process carried out by BPSK follows the procedures regulated in Article 31 of the Decree of the Minister of Industry No.350/MPP/Kep.12/2001. First, consumer disputes related to the form or amount of compensation are left to both parties, while the BPSK Assembly acts actively as a mediator by providing advice and suggestions. Second, the results of the deliberations between consumers and business actors are then outlined in the official decision of BPSK. These efforts reflect a legitimate form of consumer protection, where mediation is used as a solution in dispute resolution.

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