

Legal Memorandum on the Legal Protection of Consumers on the Use of Exoneration Clauses by Transportation Services of Rosalia Indah Bus Company in the Case of Theft of Goods Reviewed Based on Consumer Protection Law

Kintan Prameswari Aradea Zachra

Universitas Padjadjaran, Indonesia

Email : kintanprameswari20001@mail.unpad.ac.id

Correspondence: kintanprameswari20001@mail.unpad.ac.id *

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ABSTRACT

This research examines the legal protection for consumers in cases involving the use of exoneration clauses by transportation services, specifically focusing on PO Rosalia Indah's bus service. Exoneration clauses, which limit a company's liability in the event of theft or loss of goods, raise significant concerns regarding consumer rights. This study evaluates whether such clauses comply with Indonesia's Consumer Protection Law and identifies the legal remedies available to consumers affected by such provisions. The research employs a normative juridical method, analyzing legal texts, including Law No. 8/1999 on Consumer Protection and relevant court rulings, to determine the legality and enforceability of exoneration clauses in transportation agreements. Data were collected through literature reviews of legal documents, journals, and cases related to consumer protection in transportation services. The results indicate that the exoneration clauses used by PO Rosalia Indah violate the principles outlined in the Consumer Protection Law, particularly Article 18, which prohibits businesses from including provisions that reduce consumer rights. It was also found that consumers have the right to pursue compensation through litigation or non-litigation mechanisms, such as the Consumer Dispute Settlement Agency (BPSK). The study concludes with recommendations for enhancing legal frameworks and ensuring that consumer rights are adequately protected in transportation service agreements.

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Introduction

Globalization has significantly changed the economy and trade, accelerating trade flows and cultural interactions through technological advances and global connectivity. Indonesia's economic system is based on the principle of kinship, as stipulated in Article 33 Paragraph (1) of the Fourth Amendment to the Constitution of the Republic of Indonesia Year 1945 (UUD 1945 Fourth Amendment). Economic growth and free trade have expanded the availability of goods and services, both in domestic and international markets.

Indonesia's rapid economic growth has increased consumers' access to various goods and services, making it easier for them to fulfill their daily needs. With this convenience comes increasingly complex problems for consumers. The Ministry of Trade received 6,018 complaints from

consumers during 2023. (MoT, 2024), while the National Consumer Protection Agency (BPKN) recorded 929 complaints in the same period (BPKN, n.d.). This data shows the importance of consumer protection in facing increasingly complex challenges amid dynamic economic development. Consumer rights, which are part of human rights, must be prioritized so that consumers are not harmed and business actors are responsible for the goods and services they provide (Mayana et al., 2020, p. 135).

Consumer protection is a problem in the economy due to the imbalance of power between business actors and consumers, which is often detrimental to consumers due to their weak position and lack of knowledge of their rights (Shidarta, 2006, p. 11). Effective consumer protection supports creating a healthy and fair economy by involving business actors, consumers, and the government through appropriate regulation, fair competition, and effective supervision. Therefore, law enforcement, fair regulation, and education are needed to protect consumers (Truwulandari & BaChri, 2022, p. 28).

In the context of consumer dispute resolution, Law No. 8/1999 on Consumer Protection (Consumer Protection Law) provides several mechanisms for consumers to fight for their rights. Consumers can complain directly to businesses or take their problems to the Consumer Dispute Resolution Agency (BPSK). BPSK is tasked with resolving disputes between consumers and businesses through mediation, conciliation, or arbitration. If the settlement through BPSK is not satisfactory, consumers have the right to bring the dispute to court. With this dispute resolution mechanism, it is hoped that consumer rights can be protected and business actors can be more responsible in providing safe services in accordance with applicable standards. (Rahmi Rimanda, 2019, p. 19).

Article 19 Paragraph (1) of the Consumer Protection Law regulates the company's responsibility for consumer losses. It stipulates, "Business actors are responsible for providing compensation for damage, pollution, and/or consumer losses due to consuming goods and/or services produced or traded." Companies have a responsibility to compensate consumers for losses that aim to recover losses suffered by consumers due to the use of goods or services that are not in accordance with expectations (Yuanitasari & Kusmayanti, 2017, p. 21). The relationship between transportation companies and passengers: if passengers suffer losses due to the company's negligence, then the company is obliged to compensate for these losses to restore disturbed conditions for consumers.

Transportation companies often use standard clauses in agreements with passengers. Standard clauses, according to the Consumer Protection Law, are provisions or conditions that have been predetermined by the company and accepted by consumers. According to Sudaryatmo, standard clauses have the characteristics of agreements prepared by parties with more power. Consumers are not involved in determining the agreement's contents, it is compiled in a written and mass format, and consumers accept its contents involuntarily because of their needs. (Zulham, 2013, p. 67). Using standardized agreements is a way to achieve efficient, practical, and fast economic goals. (Suwandono, 2017, p. 1).

Standard clauses that business actors often use are often found in documents, for example, in tickets, which are about terms and conditions and other provisions. Standard clauses made by business actors often contain provisions that transfer responsibility for losses to consumers. Clauses that include provisions regarding the transfer of responsibility are exoneration clauses. An exoneration clause is a form of unilateral agreement that favours businesses by limiting or relieving them of liability, including limitations on the amount of compensation and the time to file a claim. (Suwandono et al., 2024, p. 89).

Business actors with stronger bargaining positions often use standard clauses that tend to harm consumers (Zulham, 2013, p. 12). Consumers often have no choice but to accept these standard clauses to obtain the goods or services they need, even though the provisions are more favourable to business actors and detrimental to consumers. This contradicts the principle of freedom of contract, *Journal of Indonesian Social Sciences*, Vol. 5, No. 9, September 2024

which ideally can only be realized if both parties have a balanced bargaining position. (Yuanitasari & Kusmayanti, 2019).

Although the Consumer Protection Law tries to limit the use of standardized clauses that harm consumers, the reality is that companies often continue to shift responsibility to consumers through these agreements. As a result, when theft or loss of goods occurs, aggrieved consumers are often not properly compensated, confirming the injustice that occurs in the relationship between businesses and consumers.

One such incident occurred on December 20, 2023, when Widino Arnoldy, a user of the Rosalia Indah Otobus Company (PO) bus service, experienced the loss of valuables during a trip from Wonosobo to Ciputat. Through his personal Twitter (X) account, @Widino, he shared his experience. Widino Arnoldy always kept an eye on his bag, but his belongings still went missing after the trip (Dian, 2023).

In the case of Widino Arnoldy's lost belongings while using the Rosalia Indah bus service, there is evidence to suggest that Widino was not negligent in guarding his luggage. He actively guarded his bag during the trip from Wonosobo to Ciputat, but his belongings remained missing. Upon realizing the loss, Widino immediately contacted Rosalia Indah's *customer service* to report the incident. Although the company refused to take responsibility for the loss, Widino Arnoldy also took the step of sharing the experience through his personal Twitter account, @Widino, in hopes of garnering a wider response. These steps show that while using Rosalinda Indah's PO service, Widino Arnoldy had taken responsibility for looking after his belongings and made an effort to communicate any problems that occurred.

The bus service provider PO Rosalia Indah refused to compensate for consumer losses, referring to Article 192 Paragraph (4) of Law Number 22 of 2009 concerning Road Traffic and Transportation, as amended by Government Regulation in Lieu of Law Number 2 of 2022 concerning Job Creation (LLAJ Law). (Rahayu & Setiawan, 2024). Article 194 Paragraph (2) of the LLAJ Law states that, "The carrier shall not be liable for the loss of the Passenger's luggage, unless the Passenger can prove that the loss was caused by the fault or negligence of the carrier." The article states that the carrier is not liable for the loss of the passenger's goods unless evidence of the carrier's fault is found.

According to the Consumer Protection Law, businesses must prove the absence of fault, while consumers only need to prove their losses. Victims of goods theft on PO Rosalia Indah buses have not been adequately compensated, pointing to the need for more effective consumer protection measures.

The novelty of this research is that no one has ever discussed the case of theft of goods in PO Rosalia Indah transportation services and Widino Arnoldy as a consumer as the object of research.

The purpose of this study is to provide a legal analysis related to consumer protection against the use of exoneration clauses by Rosalia Indah Bus Company in the case of theft of goods, viewed from the perspective of consumer protection law. This research aims to evaluate whether the practice of using exoneration clauses is by applicable consumer protection regulations in Indonesia, as well as to identify legal steps that can be taken by consumers who suffer losses due to theft of goods while using the transportation service. The implications of the results of this study are expected to provide concrete recommendations for regulators and transportation industry players to review exoneration clauses that harm consumers while strengthening legal protection for consumers through clearer and fairer policies in transportation service agreements.

Research Methods

The normative juridical method was chosen for this study because it focuses on analyzing legal frameworks, laws, and regulations that govern consumer protection and the use of exoneration clauses in standard agreements. This approach is particularly relevant when examining legal issues, as it allows for a detailed analysis of the relationship between existing legal provisions and their

application in real-world contexts (Suteki & Galang, 2018). By focusing on the legal norms and principles that underlie consumer protection laws, this method helps identify gaps or inconsistencies in the regulatory framework, providing a comprehensive understanding of how these laws are enforced in practice.

The data collection process involved extensive literature reviews of relevant laws, such as Law No. 8/1999 on Consumer Protection and Law No. 22/2009 on Road Traffic and Transportation, as well as court decisions and other legal documents related to cases of theft or loss of goods in transportation services. Secondary data were obtained from legal databases, journal articles, and reports published by government agencies and consumer protection organizations. The collection of these sources ensured a comprehensive dataset for analysis, focused on legal principles and their practical application.

For data analysis, a qualitative approach was applied, where the collected legal materials were systematically categorized and compared to identify patterns or contradictions in the application of exoneration clauses. Legal hermeneutics were employed to interpret the texts and determine whether the clauses in question complied with the existing legal framework. To ensure the validity of the data, cross-referencing between various sources, including academic papers, court rulings, and statutory texts, was conducted to triangulate findings. This process helped confirm the consistency of the legal interpretation and ensured that the data used was reliable and accurate.

Moreover, the reliability of the legal analysis was maintained by adhering to established legal reasoning and consistently applying legal principles throughout the study. Peer-reviewed sources and verified legal documents were used to strengthen the argumentation, ensuring that the conclusions drawn are grounded in well-supported legal evidence

Results and Discussion

Practice of Standard Agreement in Rosalia Indah Bus Company Reviewed Based on Consumer Protection Law

Rosalia Indah Otobus Company (PO), like many other transportation service companies, uses standard agreements in its operations. A standard agreement is an agreement whose terms have been determined unilaterally by one party, which is generally the stronger party, which in this case is PO Rosalia Indah. Consumers only have the option to accept or reject the agreement without being able to negotiate the terms.

From the perspective of consumer protection law, standard agreements must fulfill the principles of consumer protection as stipulated in the Consumer Protection Law. These principles include good faith, information disclosure, and balance of rights and obligations. Based on Article 18 of the Consumer Protection Law, business actors are prohibited from including standard clauses whose contents, among others, transfer the responsibility of the business actor, reduce or eliminate consumer rights, and state that consumers are subject to new, additional, further regulations, which are made unilaterally by the business actor.

As a result of the inclusion of an exoneration clause (a clause that exempts businesses from liability) in a standard agreement, the clause can be considered a violation of Article 18 of the Consumer Protection Law. This clause reduces or even negates the rights of consumers to obtain compensation or protection in the event of losses due to services provided by business actors. This practice is contrary to the principles of consumer protection that aim to provide balance and justice in the relationship between business actors and consumers.

This is in line with the provisions in Article 1320 of the Civil Code regarding the validity of agreements, especially regarding objective requirements. In the objective requirement, as stated in the Civil Code, an agreement must be made on a cause that is not prohibited. As a legal consequence of violating the objective requirement, the agreement will be considered null and void. Therefore, it is necessary to first analyze whether the standard agreement provided by PO Rosalia Indah is an exoneration clause or limited liability.

In Widino Arnoldy's case with PO Rosalia Indah, it appears that the passenger lost the goods due to theft even though it was well guarded by the owner. Based on Article 192 paragraph (4) of the LLAJ Law states that the carrier is not responsible for the loss of passenger luggage unless the passenger can prove the fault or negligence of the carrier, this is the basis for the rejection of compensation by PO Rosalia Indah. In the context of consumer protection law, there is a shift in the burden of proof. The Consumer Protection Law requires businesses such as PO Rosalia Indah to prove that they are not at fault for the loss of goods. In other words, PO Rosalia Indah must prove that the loss of goods was not caused by their negligence. If it cannot prove the absence of negligence, then PO Rosalia Indah is obliged to provide fair compensation to Widino Arnoldy.

The relationship between Article 192 paragraph (4) of the LLAJ Law and the principle of consumer protection shows that although the LLAJ Law stipulates that the carrier is not liable unless negligence is proven, the Consumer Protection Law strengthens the rights of consumers by reversing the burden of proof to the business actor. In this case, Widino Arnoldy must prove that the loss of his goods occurred while in the custody of PO Rosalia Indah. After that, PO Rosalia Indah is responsible for proving the absence of their negligence and providing fair compensation if they cannot do so. These stages reflect the principles of justice and legal certainty set out in consumer protection law.

First of all, to establish that the consumer was not negligent, it is important to prove that the consumer took reasonable precautions, such as taking good care of their goods while in their possession. If it is proven that the consumer has done this reasonably well, then it can be concluded that the possibility of negligence lies with the business, in this case PO Rosalia Indah. Consumers who fulfill the obligation to take good care of their goods should not be burdened with responsibilities that should be the responsibility of the carrier.

On the other hand, it should be noted that PO Rosalia Indah was also negligent in providing preventive measures to prevent theft of goods. The business did not provide *Closed-circuit television* (CCTV), which is a camera system used for monitoring, or a *safe deposit box*, which is a storage box for valuables in the transportation services it provides. After the case occurred, the new business actors installed CCTV and *safe deposit boxes* on each bus owned by the company to restore the level of consumer confidence. Before the theft of the goods occurred, the company did not provide any security support facilities as mentioned above. However, this cannot be fully referred to as a form of liability, because the affected consumers still suffered losses due to this negligence, which could have been prevented if the company had sought such prevention without having to wait for the theft case to occur first.

Based on the laws and regulations in the road traffic and transportation sector, there is no obligation for businesses to install facilities in the form of CCTV or *safe deposit boxes*. However, in the event that theft cases often occur and are reported to the business actors, there should be preventive action from the business actors to minimize the opportunity for theft to occur again, such as by installing security support facilities in the form of CCTV or *safe deposit boxes*.

With these two facilities, namely CCTV to monitor activities in certain areas and *safe deposit boxes* to store valuables, businesses can easily prove that they are not negligent in carrying out their obligations to consumers. CCTV allows companies to have recordings that can be used as evidence in the event of unwanted events, such as loss or theft of consumer goods. Meanwhile, *safe deposit boxes* provide additional facilities for consumers to store valuables more safely.

The principle of liability applied is that any loss caused by the company's negligence or failure to prevent, the business is responsible for compensating or indemnifying the consumer who suffered the loss. By using CCTV technology and providing *safe deposit boxes*, businesses demonstrate their commitment to protecting consumer goods and reducing the risk of loss. This also underscores the importance of having robust systems and procedures in place to keep consumer goods safe and comply with applicable consumer protection law principles.

These obligations are in line with Article 7 letters a, c, and d of the Consumer Protection Law which stipulates that there are several obligations that must be fulfilled by business actors. First, business actors must act in good faith in carrying out their business activities. This obligation means that every action taken in the business process must be based on good intentions and transparency. Second, business actors must treat or serve consumers correctly, honestly, and non-discriminatorily. This fair and honest treatment is important to maintain consumer trust and ensure that every consumer gets appropriate services without discrimination.

Furthermore, business actors must also guarantee the quality of goods and/or services produced and/or traded in accordance with the provisions of applicable quality standards. Fulfilling these quality standards is essential to ensuring that the products received by consumers are safe and in accordance with expectations. This underscores the importance of having strong systems and procedures for maintaining the safety of consumer goods and complying with the applicable legal principles of consumer protection. By implementing the right systems and procedures, businesses can ensure that all aspects, from the production process to customer service, run following established standards, thus not only fulfilling legal obligations but also building a good reputation in the eyes of consumers.

Widino Arnoldy's case shows that PO Rosalia Indah failed to fulfill its obligation to keep passengers' goods safe. Despite Widino Arnoldy's efforts to safeguard his goods, the loss of the goods raises questions about PO Rosalia Indah's possible negligence in securing passenger goods from theft during the journey. In addition, if PO Rosalia Indah had promised the safety of the goods but did not fulfill it, this could be categorized as a default. Although there is no negligence on the part of the business actor, in the context of the liability of business actors within the scope of consumer protection, PO Rosalia Indah is still responsible for the loss of passenger goods because the goods are lost while consumers are using the services provided by the company. This shows the importance of strengthening consumer protection in the legal context that regulates the responsibility of business actors for consumer losses.

Then, in the context of the PO Rosalia Indah case, the standard agreement practices carried out by the company are listed in number 5 letter b in the Terms Conditions & Ticket Rules: "Goods that are not labeled as luggage, in the event of damage, mix-up or loss in the fleet are not the responsibility of Rosalia Indah."

This raises the question of whether or not this clause is classified as an exoneration clause. Although the company has established a form of liability for luggage and labelled goods in its possession, PO Rosalia Indah does not take responsibility for goods in possession of passengers. Therefore, it is important to determine whether the clause meets applicable legal standards, especially in Indonesia's consumer protection context.

An exoneration clause is part of a contractual agreement that often limits or eliminates one party's liability for losses or damages incurred during the performance of the contract. In Indonesian consumer protection law, the provisions regarding exoneration clauses are strictly regulated by the Consumer Protection Law. Article 18, paragraph (1) of the Consumer Protection Law clearly prohibits the use of standard clauses in documents or agreements that shift responsibility from businesses to consumers.

This includes the prohibition of clauses that refuse to return goods or money, as well as clauses that authorize businesses to take unilateral actions that harm consumers. This prohibition is based on the principles of fairness and protection of consumers, considering the position of consumers who tend to be weaker legally and economically. Unauthorized exoneration clauses can threaten the rights of consumers and harm their interests in commercial transactions. Therefore, strict application of this rule is important to ensure that consumers are adequately protected in every business interaction in Indonesia.

The PO Rosalia Indah case shows that there is an application of an exoneration clause in their standard agreement, where the company further confirms the content of the clause by providing a

statement that "loss of nonbaggage and nonlabeled goods is not the responsibility of the company". (Deny, 2023). The company's regulations strictly limit PO Rosalia Indah's liability to luggage and labeled items, with the risk of loss of other items being borne entirely by the passenger.

The characteristics of the exoneration clause are evident in this case, by limiting PO Rosalia Indah's liability for the consumer's goods. The business effectively shifts the risk of loss to the consumer. However, in the context of consumer protection law in Indonesia, this form of clause often violates the provisions of Article 18 paragraph (1) of the Consumer Protection Law, which expressly prohibits exoneration clauses that shift responsibility from business actors to consumers. In this case, a clause that attempts to waive responsibility for the loss of non-baggage and non-labeled items could be considered in violation of this provision.

The implications of such violations are clear, namely clauses that are not in accordance with the Consumer Protection Law are declared null and void based on Article 18 paragraph (2) of the Consumer Protection Law. This confirms that consumers still have the right to protection and compensation for losses arising from the negligence or misconduct of business actors, despite attempts to override such responsibility through agreements. Clauses that attempt to eliminate or limit the liability of business actors for consumer losses are considered invalid and not legally binding.

Thus, strict enforcement of exoneration clauses such as those contained in PO Rosalia Indah's standardized agreements is essential to ensure consumer protection and fairness in commercial transactions in Indonesia. When such clauses are left unenforced, consumers will continue to be disadvantaged and businesses may feel free to ignore their responsibilities.

Strict enforcement of exoneration clauses also serves as a deterrent for other business actors in trying to implement unfair business practices. With strict action, businesses will be more careful in drafting their standard agreements and ensure they comply with applicable consumer protection regulations. This will create a fairer and more transparent business environment where consumer rights are respected and protected.

In addition, consistent law enforcement can increase consumer confidence in Indonesia's legal system and consumer protection mechanisms. Consumers will feel safer and more protected when they know that institutions and regulations are in place to protect their rights. This may also encourage more consumers to report violations and claim their rights, which will ultimately strengthen the implementation of consumer protection law as a whole.

In this context, removing the exoneration clause in PO Rosalia Indah's standard agreement is a matter of legal compliance and an important step to ensure that consumers get the protection they need and deserve. Moreover, in this case, consumers did not merely experience the loss of goods but became victims of the theft of goods when using the services provided by the business. This reflects the need for a commitment to uphold the principles of fairness and balance in the relationship between consumers and businesses by the objectives of the Consumer Protection Law in Indonesia.

Therefore, it can be understood that the standard agreement containing an exoneration clause used by PO Rosalia Indah violates applicable legal provisions, especially Article 1320 of the Civil Code related to *halal causa* and Article 18 of the Consumer Protection Law. The exoneration clause seeks to shift responsibility from business actors to consumers, which the Consumer Protection Law explicitly prohibits. Therefore, the agreement can be considered invalid and null and void.

Actions that can be taken by consumers who experience losses due to the inclusion of an exoneration clause by the Rosalia Indah Bus Company

Consumers who suffer losses due to the exoneration clause in PO Rosalia Indah's standard agreement have the right to obtain dispute resolution and compensation for these losses as stipulated in Article 19 of the Consumer Protection Law. Based on Article 4 of the Consumer Protection Law, consumers have the right to obtain comfort, security, and safety in consuming goods and/or services, as well as the right to be treated or served correctly and honestly. Therefore, in the event that the

goods and/or services received are not in accordance with the agreement or not as it should be, then consumers also have other rights, namely to obtain advocacy, protection, and efforts to resolve consumer protection disputes properly.

Dispute resolution efforts can generally be resolved through court (litigation) or out-of-court (non-litigation) as stipulated in Article 45 and Article 47 of the Consumer Protection Law. The litigation process in court often has several significant shortcomings. One of them is that it takes a long time. The court has strict procedures and stages that must be passed, starting from filing a lawsuit, hearing, proof, and the final decision. This process can take months or even years, which is certainly not ideal for consumers who need a quick resolution to their problems.

In addition, high costs are one of the main obstacles in the litigation process. Lawyers' fees, court administration fees, and other costs can be a heavy financial burden for consumers. Many consumers are reluctant to pursue their cases in court because they are worried about the costs involved. For this reason, many consumers choose not to assert their rights that should be protected, even though they have clearly been harmed.

Complex procedures are also a challenge in litigation. Courts have rules and procedures that must be followed carefully. Consumers who do not have sufficient legal knowledge often find it difficult to understand and follow these procedures. This can lead to injustice, especially for consumers who cannot access adequate legal assistance. Therefore, the Consumer Protection Law accommodates dispute resolution through non-litigation resolution, namely the BPSK institution.

For consumer protection, there is a mechanism for peaceful dispute resolution between the parties through BPSK. BPSK is an institution established under the Consumer Protection Law and is tasked with handling and resolving disputes between consumers and business actors outside of court. This institution provides a faster, cheaper, and more efficient alternative to litigation in court. (Rahman, 2018, p. 33). Consumers can file a complaint with BPSK if they feel aggrieved by the exoneration clause in the agreement with PO Rosalia Indah. BPSK will mediate the dispute provide a decision that is binding on the parties, and ensure that justice is served.

In the Consumer Protection Law, efforts to equalize the position of business actors and consumers protect consumers and business actors. The aim is to create a fair and balanced relationship between the two parties. Therefore, before a consumer is entitled to compensation, he or she must show that he or she was not negligent and that the business actor caused the harm suffered. Based on Article 28 of the Consumer Protection Law, this process follows the principle of reverse proof, where the consumer does not need to prove the fault of the business actor. Instead, the business actor must prove that he/she is innocent or not responsible for the loss (Heriyanti, 2019).

This principle aligns with the presumption of negligence and responsibility with reverse proof. This means that with the reverse burden of proof, negligence no longer needs to be proven by the consumer. Under this doctrine, the burden of proof is on the defendant, whether the defendant was negligent or not. This principle states that the defendant is always responsible until he can prove his innocence. Therefore, PO Rosalia Indah must prove that it is innocent or not responsible for consumer losses in lost goods.

The evidentiary process is important to protect consumers who do not have the resources or ability to prove the business's wrongdoing directly. This mechanism gives consumers a greater opportunity to obtain justice without facing a heavy burden of proof. In addition, business actors are encouraged to act more prudently and responsibly in conducting their business, given that they are required to prove their innocence in the event of a dispute.

BPSK acts as a neutral arbiter, helping both parties reach a fair and satisfactory agreement. In addition, it can be seen that BPSK is not only tasked with resolving consumer disputes but includes providing consultation to consumers regarding their rights and ways to protect themselves from unfair business practices, supervising the inclusion of standard clauses, and as a place for consumers complaints about violations of consumer protection provisions. (Miru & Yodo, 2014).

In the Consumer Protection Law, there are provisions stipulating that BPSK has the authority to impose administrative sanctions on business actors who violate the provisions of the regulation. One of the violations that BPSK can sanction is regulated in Article 60 paragraph (1) of the Consumer Protection Law, which is a violation of the obligation to compensate business actors for damage, pollution, and/or consumer losses due to traded goods and/or services. With BPSK, consumers have an effective channel to claim their rights and business actors are encouraged to comply with high standards of business ethics, which ultimately improves the quality of consumer protection in Indonesia.

With dispute resolution mechanisms through BPSK and assistance through other institutions, consumers' rights to obtain justice and compensation for losses can be protected more effectively. This mechanism provides an avenue for consumers to claim their rights and real protection and greater accessibility in resolving disputes. BPSK, with its binding decisions, ensures that consumers can obtain fair compensation without going through lengthy and expensive litigation. In addition, BPSK also plays an educative role by providing information to consumers about their rights and available dispute resolution procedures.

The existence of BPSK and other supporting institutions such as BPKN and LPKSM also encourage business actors to be more responsible and transparent in running their businesses. Business actors must ensure that the products and services they offer meet the established standards and do not harm consumers. Thus, business actors also benefit from increased consumer confidence, which can indirectly strengthen healthy and sustainable business activities.

Conclusion

This study concludes that the use of exoneration clauses by PO Rosalia Indah violates the principles of Indonesia's Consumer Protection Law, specifically Article 18, which protects consumers from provisions that unjustly reduce their rights. The research highlights the legal inconsistencies in applying these clauses and underscores the need for stronger enforcement of consumer protection regulations. It also points out that consumers affected by such clauses can seek legal recourse through litigation or alternative dispute resolution mechanisms such as BPSK. While this research provides valuable insights into the legality of exoneration clauses, future research should focus on empirical studies that investigate consumer awareness of their legal rights in transportation services. Additionally, a comparative analysis involving multiple transportation companies could provide a broader understanding of how widespread the use of exoneration clauses is within the industry. Further research is also needed to explore how other countries address similar legal challenges and what best practices can be adopted to strengthen consumer protection frameworks in Indonesia.

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