Krisnadwipayana University, Jakarta, Indonesia | 2715-243X (Print), 2962-6226 (Online)

JUSTICE Voice

Vol. 5 | No. 2 | 2026 | pp. 197-212
https://doi.org/10.37893/jv.v5i2.1525

Legal Protection for Consumers Against the Loss of Insured Goods in E-Commerce Transactions

Yehezkiel Putra Pratama [a,*], Aldira Mara Ditta C.P. [a]

[a] *Universitas of Pembangunan Nasional Veteran Jawa Timur, Surabaya, Indonesia*

Keywords:

Consumer; E-commerce; Insurance; Legal Protection; Loss of Goods.

Abstract: The high volume of e-commerce activity in Indonesia has increased the risk of goods being lost during delivery, including goods covered by insurance. This study aims to analyze the forms of legal protection available to consumers for the loss of insured goods in e-commerce transactions and to construct a framework for the allocation of legal responsibility among sellers, Electronic Commerce System Operators (*Penyelenggara Perdagangan Melalui Sistem Elektronik*, PPMSE/marketplaces), delivery service providers, and insurance companies. The novelty of this study lies in developing a model for allocating responsibility among multiple parties that distinguishes the sources, conditions, and limits of each party's responsibility while clarifying the distinction between legal liability and the transfer of economic risk through insurance (risk transfer). This study employs normative legal research using statutory and conceptual approaches. The legal materials are analyzed through grammatical, systematic, and teleological interpretation, together with legal argumentation, to establish the interrelationship among consumer protection, electronic commerce, carriage of goods, contracts, and insurance. The findings demonstrate that consumer protection is available through both preventive and remedial mechanisms. Sellers remain subject to obligations arising from the contractual relationship of sale and purchase and the Indonesian Consumer Protection Law (UUPK); PPMSEs are responsible within the scope of their obligations relating to the operation of electronic systems and electronic commerce; delivery service providers are responsible in accordance with the contractual relationship governing the carriage of goods and any fault in the performance of their services; and insurance companies are required to honor claims provided that the insured risk falls within the scope of coverage and the policy requirements are satisfied. The existence of insurance does not necessarily eliminate the legal liability of other parties but instead transfers certain economic risks in accordance with the terms of the insurance policy.

Article history:

Submitted : 2026-08-04
Accepted : 2026-09-07
Available online : 2026-09-13

How to cited: Pratama, Y. P., & Ditta C.P., A. M. (2026). Legal Protection for Consumers Against the Loss of Insured Goods in E-Commerce Transactions. *Justice Voice, 5*(2), 197–212. https://doi.org/10.37893/jv.v5i2.1525

* ✉ corresponding author: 22071010010@student.upnjatim.ac.id

1. Introduction

The rapid advancement of information and communication technology has transformed the conventional commercial landscape into a digital model of trade operating through the internet ecosystem (electronic commerce/e-commerce). Digital platforms provide the public with convenient means of conducting online transactions beyond geographical and temporal boundaries. In line with the increasing penetration of internet use in Indonesia, e-commerce has developed rapidly and become one of the primary means through which consumers conduct everyday transactions to meet their daily needs. Despite the substantial efficiencies it offers, e-commerce also gives rise to legal issues, one of which concerns the loss of goods during delivery by courier services, resulting in financial losses to consumers (Afanggi & Hidayah, 2024). This risk becomes increasingly complex because the contractual relationships within the e-commerce ecosystem involve multiple parties, including consumers, merchants/sellers, marketplace operators, delivery service providers, and insurance companies. The intersection of these legal relationships frequently gives rise to disputes concerning the unclear allocation of legal responsibility among the parties when goods ordered by consumers are lost or fail to be delivered in full (Mahfiroh, 2020).

Legal protection for consumers is explicitly provided under Law Number 8 of 1999 concerning Consumer Protection (UUPK), which establishes the legal basis for consumers' rights to comfort, safety, information, and compensation or damages where they suffer losses arising from the use of goods and/or services. In addition, e-commerce transactions are governed by regulations concerning electronic information and transactions and electronic commerce, while the delivery and insurance of goods are subject to contract law, the law governing the carriage of goods, and insurance law. Despite the availability of these legal frameworks, the literature reviewed indicates continuing uncertainty regarding the boundaries of responsibility among sellers, marketplaces, delivery service providers, and insurance companies when goods are lost during delivery (Manurung & Ratnawati, 2024; Mulhadi & Yolanda, 2025). This issue is particularly relevant because the existence of multiple legal relationships within a single transaction may give rise to different legal bases for claims and create the possibility of each party shifting responsibility to another where the allocation of responsibility has not been clearly established.

Previous studies demonstrate that the issue of lost goods in e-commerce transactions has been examined from several different perspectives. Mahfiroh, examined the responsibility of Tokopedia and Go-Send for the loss of goods in instant courier services (Mahfiroh, 2020). Afanggi and Hidayah, focused on consumer protection and the liability of delivery service providers arising from negligence (Afanggi & Hidayah, 2024). Bintarawati and Rismana, examined the effectiveness of the UUPK within the e-commerce ecosystem in general (Bintarawati & Rismana, 2024). Astuti, specifically addressed the liability of the Tokopedia marketplace for lost goods (Astuti & Yahanan, 2025). Mulhadi and Yolanda, examined the protection of electronic insurance policyholders in purchases made through marketplaces (Mulhadi & Yolanda, 2025). Hutajulu et al., discussed consumer protection in the use of delivery services under applicable law (Hutajulu et al., 2025), while Haq, Wardani, and Wardiansyah analyzed consumer protection and liability in agreements for the delivery of goods through delivery service providers (Haq et al., 2025). Collectively, these studies demonstrate that marketplaces, delivery services, consumer protection, and electronic insurance policies have received scholarly attention. However, their analyses have generally focused on particular legal relationships or specific parties and have therefore not produced an integrated framework for allocating responsibility that simultaneously distinguishes the respective positions of sellers, Electronic Commerce System Operators (PPMSEs)/marketplaces, delivery service providers, and insurance companies in a single incident involving the loss of insured goods.

Based on this mapping of the existing literature, the novelty of this study lies not merely in integrating the doctrines of consumer protection law, the law governing the carriage of goods, contract law, and insurance law. Rather, its novelty lies in constructing a model for the allocation of responsibility among multiple parties in insured e-commerce transactions. This model is designed to address four parameters: the party bearing the relevant legal obligation, the party entitled to demand performance of that obligation, the legal basis of responsibility, and the conditions that trigger or limit such responsibility. The study further distinguishes the legal liability of sellers, PPMSEs, and delivery service providers from the transfer of economic risk (risk transfer) to insurance companies under an insurance policy. From this perspective, the existence of insurance is not treated as automatically eliminating the legal liability of other parties but rather as a risk-management mechanism that operates within the scope of the applicable insurance coverage.

Previous studies demonstrate that the issue of lost goods in e-commerce transactions has been examined from several different perspectives. First, Mahfiroh, examined the responsibility of Tokopedia and Go-Send for the loss of goods in instant courier services through a legal research approach, finding that the roles of Tokopedia and Go-Jek may be analyzed in relation to the loss of goods. The limitation of this study lies in its focus on particular services or platforms and its failure to consider insurance companies as a distinct party. This limitation provides a basis for the present article to distinguish between the responsibility of platform operators and that of carriers (Mahfiroh, 2020).

Second, Afanggi and Hidayah, focused on consumer protection and the liability of delivery service providers arising from negligence through a normative juridical approach. Their principal finding indicates that delivery service providers may be required to provide compensation or damages for the improper performance of their services. Their analysis highlights the crucial role of proving fault when seeking compensation from courier service providers. However, the study focuses primarily on delivery service providers and negligence and therefore does not address the complexity of the supply chain as a whole. Accordingly, the present article extends the analysis by examining not only delivery service providers but also integrating the legal positions of sellers, Electronic Commerce System Operators (PPMSEs), and insurance mechanisms within a unified framework of legal responsibility (Afanggi & Hidayah, 2024).

Third, Bintarawati and Rismana, examined the effectiveness of the UUPK within the e-commerce ecosystem in general through normative legal research. Their study evaluated the extent to which existing legal instruments are capable of responding to the evolving dynamics of consumer disputes on digital platforms. The study provides a general foundation for understanding the legal framework of digital consumer protection, although it does not specifically construct a framework for allocating responsibility for the loss of insured goods. Its limitation lies in its broad, macro-level scope, which does not examine the mechanisms of responsibility applicable when insured goods are lost. Building on this limitation, the present article adopts a more specific approach by mapping in detail the allocation of responsibility among multiple parties in cases involving the loss of goods and related insurance claims (Bintarawati & Rismana, 2024).

Fourth, Astuti specifically examined the liability of the Tokopedia marketplace for the loss of goods through an analysis of legal rules and judicial decisions. The study examined the boundaries of marketplace liability in disputes involving lost goods, including the manner in which standard-form contractual clauses affect consumers' bargaining positions. Its limitation lies in its focus on a particular marketplace and specific cases, thereby limiting the analysis of responsibility to a single PPMSE entity. In contrast, the present article positions the PPMSE not as the sole responsible party but as one component of a more comprehensive model for allocating responsibility among multiple parties. This model simultaneously encompasses sellers, delivery service providers, and insurers in order to provide greater legal certainty for consumers (Astuti & Yahanan, 2025).

Fifth, Mulhadi and Yolanda, examined the protection of electronic insurance policyholders in purchases made through marketplaces using a normative legal research approach. Their study analyzed the protection afforded to electronic policyholders and issues relating to insurance claims, while also identifying administrative obstacles frequently encountered by consumers. However, its focus

DOI: 10.37893/jv.v5i2.1525

is limited to the insured–insurer relationship and electronic insurance policies and therefore does not clearly distinguish between legal obligations arising from breach of contract and the mechanism for transferring economic risk. Addressing this gap, the present article explicitly distinguishes the concept of risk transfer performed through insurance from the legal liability borne by other parties. This distinction is important to ensure that consumers can properly identify the party against whom a legal claim should be pursued (Mulhadi & Yolanda, 2025).

Sixth, Hutajulu et al. examined consumer protection in the use of delivery services under applicable law through legal research. Their analysis primarily focused on the rights and obligations of the parties as stipulated in shipping receipts and relevant sector-specific logistics regulations. The study mapped the legal basis for consumer protection in delivery services but was confined to delivery services and did not situate them within the broader digital commerce ecosystem. To address this gap, the present article systematically integrates the law governing the carriage of goods with the contractual relationship of sale and purchase, the obligations of Electronic Commerce System Operators (PPMSEs), and insurance protection mechanisms. This integration provides a comprehensive framework for allocating responsibility across the entire transaction, from its initial stages through to the resolution of insurance claims (Hutajulu et al., 2025).

Seventh, Haq, Wardani, and Wardiansyah analyzed consumer protection and liability in agreements for the delivery of goods through delivery service providers using a normative legal research method with statutory and conceptual approaches. Their principal contribution lies in classifying the forms of preventive and remedial legal protection available to consumers before and after a loss occurs. The study distinguishes between preventive and remedial protection and examines liability in the delivery of goods; however, it does not construct an integrated framework encompassing the relationships among sellers, Electronic Commerce System Operators (PPMSEs), delivery service providers, and insurance companies in cases involving the loss of insured goods. Although the framework offered by the study provides a useful basis for analyzing consumer protection, it does not integrate insurance mechanisms and digital platforms into the broader framework for allocating legal responsibility (Haq et al., 2025).

Based on the foregoing discussion, this study addresses the following research questions: (1) What forms of legal protection are available to consumers under Indonesian law for the loss of insured goods in e-commerce transactions? (2) How is legal responsibility allocated among sellers, Electronic Commerce System Operators (PPMSEs)/marketplaces, delivery service providers, and insurance companies when insured goods are lost during the transaction and delivery process? Throughout this study, the term “consumer” is used consistently to refer to the end user of goods and/or services, in accordance with the concept of a consumer under Law Number 8 of 1999 concerning Consumer Protection.

This study aims to analyze the legal protection mechanisms available to consumers and to develop a framework for allocating responsibility among the respective parties in cases involving the loss of insured goods in e-commerce transactions. The initial proposition of this study is that the availability of insurance does not automatically eliminate legal liability arising from the contractual relationship of sale and purchase, the operation of electronic commerce, or the contract for the carriage of goods. The responsibility of each party must be determined by reference to the relevant legal relationship, applicable legal obligations, the cause of the loss, valid contractual clauses, and the scope of the insured risk. Theoretically, this study is expected to clarify the relationship between legal liability and risk transfer. In practical terms, the proposed framework is expected to provide more clearly defined parameters for determining which party is legally required to compensate consumers for their losses.

2. Methods

The scope of this study focuses on the legal protection of consumers who experience the loss of goods in e-commerce transactions covered by insurance, as well as the allocation of responsibility among sellers, Electronic Commerce System Operators (PPMSEs)/marketplaces, delivery service providers, and insurance companies. The normative legal analysis examines the rights and obligations of the parties under Law Number 8 of 1999 concerning Consumer Protection, regulations concerning Electronic Information and Transactions, Government Regulation Number 80 of 2019 concerning Electronic Commerce, the Indonesian Civil Code, the Indonesian Commercial Code, and Law Number 40 of 2014 concerning Insurance. This study also examines standard-form contractual clauses, contractual relationships, insurance claim mechanisms, and dispute resolution mechanisms available to consumers.

This study employs doctrinal or normative legal research, focusing on relevant legal norms, principles, doctrines, and laws and regulations (Salviana et al., 2023). It does not involve respondents, informants, surveys, or primary field data. The study applies a statutory approach to examine the consistency of and relationships among applicable laws and regulations, as well as a conceptual approach to analyze the concepts of consumer protection, legal liability, breach of contract, negligence, standard-form contractual clauses, and risk transfer through insurance (Boembeng & Sudiro, 2025).

The legal materials were obtained through library research by identifying and compiling primary, secondary, and tertiary legal materials. Primary legal materials include the Indonesian Civil Code, the Indonesian Commercial Code, Law Number 8 of 1999 concerning Consumer Protection, Law Number 11 of 2008 concerning Electronic Information and Transactions and its amendments, Government Regulation Number 80 of 2019 concerning Electronic Commerce, Law Number 40 of 2014 concerning Insurance, and other relevant sector-specific regulations. Secondary legal materials consist of books, journal articles, research findings, and doctrinal opinions, while tertiary legal materials are used to assist in interpreting legal terms and concepts (Mulhadi & Yolanda, 2025). Relevant judicial decisions or scholarly analyses of such decisions are used on a limited basis to support the normative legal arguments.

The legal materials are analyzed qualitatively and prescriptively using grammatical, systematic, and teleological interpretation. Grammatical interpretation is employed to understand legal provisions according to their textual meaning; systematic interpretation is used to examine the interrelationship among the UUPK, contract law, the law governing the carriage of goods, electronic commerce (PMSE), and insurance law; while teleological interpretation is applied to assess legal provisions in light of the objectives of consumer protection and legal certainty. Legal construction and argumentation are subsequently undertaken by examining the interrelationship among contractual relationships, legal obligations, principles of liability, causation of loss, and the scope of insurance coverage. Conclusions are drawn deductively from general legal norms and concepts to determine the allocation of responsibility in cases involving the loss of insured goods in e-commerce transactions.

3. Results

This section addresses the first research question through an analysis of relevant laws and regulations, legal doctrines, and scholarly literature. Given the normative nature of this study, any statements concerning obstacles to implementation are presented as findings reported in previous literature rather than as findings derived from field observations. Legal protection for consumers may be classified into preventive and remedial protection (Hadjon, 2007). Preventive protection is intended to prevent losses by requiring the provision of accurate information, establishing transparent transaction terms, ensuring the use of accountable electronic systems, providing transaction records and shipment tracking facilities, and clearly explaining the scope and exclusions of insurance coverage. In this context, Article 18 of the UUPK is particularly relevant because it prohibits standard-form contractual clauses that, among other matters, provide for the transfer of responsibility from business actors. Accordingly, clauses that unilaterally exempt business actors from all consequences arising from the loss of goods must be assessed against the prohibition on such standard-form contractual clauses.

An insurance policy constitutes one form of preventive protection because it specifies the insured object, covered risks, insured value, claim procedures, exclusions, and the obligations of the parties. However, the function of an insurance policy must be distinguished from the sources of legal responsibility applicable to sellers, Electronic Commerce System Operators (PPMSEs), or delivery service providers. Insurance essentially transfers certain economic risks to the insurer, provided that the relevant risk falls within the scope of the policy and the requirements for submitting a claim are satisfied. Accordingly, the existence of an insurance policy does not, in itself, eliminate the legal obligations of other parties where the loss also arises from breach of contract, negligence, or a violation of applicable legal obligations.

Based on the literature reviewed, issues frequently discussed in relation to preventive protection include unclear contractual clauses, information asymmetry, claim requirements that are difficult for consumers to understand, and the use of standard-form contractual clauses that restrict consumers' legal position (Salim H.S., 2021; Mulhadi & Yolanda, 2025). From a normative perspective, the central issue is whether the information and contractual clauses used by the parties comply with the principles of transparency, good faith, and balance, as well as the prohibition on the transfer of responsibility as stipulated under the UUPK.

Remedial protection operates after a loss has occurred. Article 19 of the UUPK imposes an obligation on business actors to provide compensation for consumer losses arising from the goods and/or services they produce or trade. Where a business actor refuses, fails to respond to, or fails to satisfy a claim for compensation as referred to in Article 19, Article 23 of the UUPK allows consumers to bring a claim before the Consumer Dispute Settlement Agency (*Badan Penyelesaian Sengketa Konsumen*, BPSK) or a court having jurisdiction over the consumer's place of residence. In disputes concerning compensation, Article 28 of the UUPK also places the burden and responsibility of proving the existence or absence of fault on the business actor. In criminal proceedings relating to the statutory provisions governing the responsibility of business actors, Article 22 of the UUPK provides for a reversed burden of proof within the scope prescribed by that Article.

4. Discussion

This section constructs the legal relationships among and allocates responsibility between sellers, Electronic Commerce System Operators (PPMSEs)/marketplaces, delivery service providers, and insurance companies in order to address the second research question. The legal relationships among these parties must first be distinguished. Sellers are legally bound to consumers through contracts of sale and purchase; PPMSEs/marketplaces are subject to obligations as operators of electronic commerce facilities under the PMSE regulatory framework and the contractual relationships established through their platforms; delivery service providers are bound by contracts for the carriage of goods or the provision of delivery services; and insurance companies are bound by insurance contracts. Because these legal relationships arise from different sources, the legal bases, conditions, and limits of responsibility applicable to each party are not identical. The following matrix summarizes the framework for allocating responsibility developed and applied in this study.

This section addresses the two research questions through an analysis of relevant laws and regulations, legal doctrines, scholarly literature, and judicial decisions or scholarly analyses of such decisions. Given the normative nature of this study, any statements concerning obstacles to implementation are presented as findings reported in previous literature rather than as findings derived from field observations conducted in this study. The first part of the analysis examines the forms of legal protection available to consumers, while the second constructs the legal relationships among and the allocation of responsibility between sellers, Electronic Commerce System Operators (PPMSEs)/marketplaces, delivery service providers, and insurance companies.

Legal protection for consumers may be classified into preventive and remedial protection (Hadjon, 2007). Preventive protection is intended to prevent losses through requirements to provide accurate information, establish transparent transaction terms, use accountable electronic systems, provide transaction records and shipment tracking facilities, and clearly explain the scope and exclusions of insurance coverage. In this context, Article 18 of the UUPK is particularly relevant because it prohibits standard-form contractual clauses that, among other matters, provide for the transfer of responsibility from business actors. Accordingly, clauses that unilaterally exempt business actors from all consequences arising from the loss of goods must be assessed against the prohibition on such standard-form contractual clauses.

An insurance policy constitutes one form of preventive protection because it specifies the insured object, covered risks, insured value, claim procedures, exclusions, and the obligations of the parties. However, the function of an insurance policy must be distinguished from the sources of legal responsibility applicable to sellers, Electronic Commerce System Operators (PPMSEs), or delivery service providers. Insurance essentially transfers certain economic risks to the insurer, provided that the relevant risk falls within the scope of the policy and the requirements for submitting a claim are satisfied. Accordingly, the payment of an insurance claim or the mere existence of an insurance policy does not, in itself, eliminate the legal obligations of other parties where the loss also arises from breach of contract, negligence, or a violation of applicable legal obligations. This distinction between legal liability and risk transfer provides the basis for preventing a gap in responsibility among the parties.

Based on the literature reviewed, issues frequently discussed in relation to preventive protection include unclear contractual clauses, information asymmetry, claim requirements that are difficult for consumers to understand, and the use of standard-form contractual clauses that restrict consumers' legal position (Salim H.S., 2021; Mulhadi & Yolanda, 2025). Because this study does not involve empirical data collection, these issues are not presented as empirically measured frequencies or factual trends established by this study. From a normative perspective, the central issue is whether the information and contractual clauses used by the parties comply with the principles of transparency, good faith, and balance, as well as the prohibition on the transfer of responsibility as stipulated under the UUPK.

Remedial protection operates after a loss has occurred. Article 19 of the UUPK imposes an obligation on business actors to provide compensation for consumer losses arising from the goods and/or services they produce or trade. Where a business actor refuses, fails to respond to, or fails to satisfy a claim for compensation as referred to in Article 19, Article 23 of the UUPK allows consumers to bring a claim before the Consumer Dispute Settlement Agency (*Badan Penyelesaian Sengketa Konsumen*, BPSK) or a court having jurisdiction over the consumer's place of residence. In disputes concerning compensation, Article 28 of the UUPK places the burden and responsibility of proving the existence or absence of fault on the business actor. In criminal proceedings relating to the statutory provisions governing the responsibility of business actors, Article 22 of the UUPK provides for a reversed burden of proof within the scope prescribed by that Article.

To address the second research question, the legal relationships among the parties must first be distinguished because differences in the sources of those relationships result in different legal bases, conditions, and limits of responsibility for each party. The allocation of responsibility for the loss of insured goods can be comprehensively mapped across four principal parties: sellers, Electronic Commerce System Operators (PPMSEs)/marketplaces, delivery service providers, and insurance companies.

First, sellers are legally bound to consumers through contracts of sale and purchase. Their principal obligations are to deliver goods in accordance with the agreement and to compensate for losses for which they are legally responsible. The principal legal bases governing these obligations include the Indonesian Consumer Protection Law (UUPK), particularly Articles 18, 19, 23, and 28, as well as the relevant provisions of the Indonesian Civil Code. The applicable principle of liability is that business actors bear responsibility under an evidentiary framework designed to protect consumers. Such liability may arise where the loss is associated with the goods or services or where there has been a breach of an applicable obligation, and exemption from liability cannot be based on prohibited standard-form contractual clauses. In this context, the consumer is the party entitled to seek performance of the relevant obligations.

Second, Electronic Commerce System Operators (PPMSEs) or marketplaces operate electronic commerce platforms and are bound by the applicable terms of service. Their principal obligations are to operate electronic commerce systems and services in accordance with applicable regulations and to refrain from unilaterally depriving consumers of their rights. The principal legal bases include Government Regulation Number 80 of 2019, Minister of Trade Regulation Number 31 of 2023, and the UUPK, depending on the specific legal position of the PPMSE in question. The responsibility of a PPMSE is based on its regulatory and/or contractual obligations. The conditions giving rise to, and the limits of, such responsibility depend substantially on the specific role performed by the platform and any breach of obligation attributable to it. A claim may be brought by consumers or other parties that have a legal relationship with the platform. To support the analysis of marketplace responsibility, Astuti examined Tokopedia's responsibility with reference to Supreme Court Decision Number 553 K/Pdt.Sus-BPSK/2025. The use of this case analysis demonstrates that marketplace responsibility must be assessed by reference to the platform's specific role and the legal relationships involved in the particular case, rather than being presumed to be identical to the responsibility of sellers or delivery service providers (Astuti & Yahanan, 2025).

Third, delivery service providers are legally bound to the relevant parties through contracts for the carriage of goods or the provision of delivery services. Their principal obligations are to safeguard and deliver the goods in accordance with the agreement. The applicable legal framework includes the Indonesian Civil Code, the Indonesian Commercial Code, and the UUPK. The applicable principle of liability is liability based on fault in the context of the carriage of goods, which must be considered in conjunction with the UUPK framework. Such liability arises where the loss of goods is attributable to the fault or negligence of the delivery service provider or where there has been a breach of contract. Any limitation of liability clause contained in a shipping receipt must be assessed for its validity under Article 18 of the UUPK. Depending on the applicable legal relationship, either the consumer or the sender may be entitled to bring a claim. Accordingly, where the loss results from negligence, a delivery service provider may be held liable on the basis of the contractual relationship and the applicable law governing the carriage of goods (Muhammad, 2019; Afanggi & Hidayah, 2024). This fault-based liability principle must be applied in conjunction with the evidentiary mechanisms under the UUPK so that consumers are not subjected to a disproportionate burden of proof.

Fourth, insurance companies are legally bound through insurance contracts or insurance policies. The insurer's principal obligation is to pay claims in accordance with the risks covered and the terms of the policy. The principal legal bases are Law Number 40 of 2014 concerning Insurance, the provisions of the insurance policy, and contract law. The insurer's obligation is contractual in nature and operates as a mechanism of risk transfer. The obligation to pay a claim arises where the event that occurs constitutes an insured event within the scope of the policy and all applicable claim requirements have been satisfied, subject to valid and transparent exclusions. The parties entitled to claim insurance proceeds are the insured, the policyholder, or a beneficiary designated under the policy. The insurer is required to perform its contractual obligation where the loss constitutes a covered risk (Mulhadi & Yolanda, 2025). Any denial of a claim must be based on the terms of the policy and applicable law; conversely, exclusion clauses must not be used to obscure the liability of other parties arising from distinct legal relationships. Accordingly, where the insurer compensates for the loss, such payment does not render the cause of the loss or the contractual liability of other parties legally irrelevant.

To support the analysis of marketplace responsibility, Astuti examined Tokopedia's responsibility with reference to Supreme Court Decision Number 553 K/Pdt.Sus-BPSK/2025. This case analysis illustrates that marketplace responsibility must be assessed by reference to the platform's specific role and the legal relationships involved in the particular case, rather than being presumed to be identical to the responsibility of sellers or delivery service providers (Astuti & Yahanan, 2025). Because this study does not undertake a comprehensive review of relevant jurisprudence, the decision is used as an illustration supporting the legal argument rather than as the sole basis for drawing broader conclusions.

To address the second research question, the legal relationships among the parties must first be distinguished. Sellers are legally bound to consumers through contracts of sale and purchase; Electronic Commerce System Operators (PPMSEs)/marketplaces are subject to obligations as operators of electronic commerce facilities under the PMSE regulatory framework and the contractual relationships established through their platforms; delivery service providers are bound by contracts for the carriage of goods or the provision of delivery services; and insurance companies are bound by insurance contracts. Because these legal relationships arise from different sources, the legal bases, conditions, and limits of responsibility applicable to each party are not identical. The following matrix summarizes the framework for allocating responsibility developed and applied in this study.

For sellers, the principal obligations arise from the contract of sale and purchase and from the obligations imposed on business actors under the UUPK. Article 19 of the UUPK provides the legal basis for claims for compensation arising from consumer losses, while Article 28 places on business actors the burden of proving the existence or absence of fault in claims for compensation. Accordingly, the term strict liability must be used with caution. The UUPK affords protection that alleviates the consumer's evidentiary burden and imposes an obligation to provide compensation; however, such liability must also be interpreted in conjunction with Article 19(5), which allows business actors to prove that the loss resulted from the consumer's fault. A more appropriate construction is therefore one of business-actor liability that is strongly oriented toward consumer protection and incorporates a reversed burden of proof, rather than absolute liability that allows no possibility of exemption.

For delivery service providers, the principal source of responsibility arises from the contract for the carriage of goods and the obligation to deliver the goods to the recipient in accordance with the agreement. Where the loss results from negligence or fault in the performance of the carriage, the delivery service provider may be held liable on the basis of the contractual relationship, the applicable law governing the carriage of goods, and the UUPK, insofar as it qualifies as a business actor providing services (Muhammad, 2019; Afanggi & Hidayah, 2024). The principle of liability based on fault is relevant to assessing negligence on the part of the delivery service provider, but its application must be considered in conjunction with the evidentiary mechanisms under the UUPK so that consumers are not subjected to a disproportionate burden of proof. Clauses contained in shipping receipts that limit or transfer all responsibility must also be assessed under Article 18 of the UUPK.

For insurance companies, the obligation to pay a claim arises from the insurance contract. The insurer is required to perform its contractual obligation where the loss constitutes a covered risk and the insured has satisfied the requirements of the policy (Mulhadi & Yolanda, 2025). Any denial of a claim must be based on the terms of the policy and applicable law; conversely, exclusion clauses must be interpreted transparently and must not be used to obscure the liability of other parties arising from distinct legal relationships. In this respect, insurance operates as a mechanism of risk transfer. Where the insurer compensates for the loss, such payment does not render the cause of the loss or the contractual liability of other parties legally irrelevant. This distinction is important in determining whether a consumer should seek contractual performance, compensation for negligence, payment of an insurance claim, or a combination of remedies permitted by law.

5. Conclusion

This study concludes that legal protection for consumers against the loss of insured goods in e-commerce transactions is grounded in the UUPK, regulations governing electronic transactions and electronic commerce (PMSE), contract law and the law governing the carriage of goods, as well as insurance law. Such protection operates preventively through transparent information, fair contractual clauses, accountable transaction and delivery systems, and insurance policies, and remedially through claims for compensation, insurance claims, consumer dispute resolution mechanisms, and court proceedings. Articles 18, 19, 23, and 28 of the UUPK constitute key legal provisions for assessing standard-form contractual clauses, obligations to provide compensation, the appropriate forum for bringing claims, and the evidentiary aspects of business actors' responsibility.

The allocation of responsibility must be determined on the basis of the legal relationship applicable to each party. Sellers are responsible under contracts of sale and purchase and the obligations imposed on business actors; Electronic Commerce System Operators (PPMSEs)/marketplaces are responsible within the scope of their obligations as operators of electronic commerce and the contractual relationships established through their platforms; delivery service providers are responsible on the basis of contracts for the carriage of goods and any fault or negligence in the performance of their services; and insurance companies are responsible for paying claims in accordance with the covered risks and the terms of the insurance policy. Accordingly, it is inappropriate to impose the entire obligation to compensate for the loss on a single party without first determining the source of the relevant obligation and the cause of the loss.

The principal conceptual finding of this study is the distinction between legal liability (liability) and the transfer of economic risk (risk transfer). Insurance transfers certain risks to the insurer pursuant to the insurance policy but does not automatically eliminate the legal liability of sellers, PPMSEs, or delivery service providers arising from contracts, laws and regulations, or fault in the performance of their obligations. This legal construction provides the basis for a model of allocating responsibility among multiple parties, under which each party is assessed by reference to its contractual relationships, applicable legal obligations, the conditions giving rise to responsibility, valid limitations of responsibility, and the party entitled to bring a claim.

Given the normative nature of this study, it does not draw empirical conclusions regarding the frequency of claim denials, the dispute resolution mechanisms most commonly used, or the effectiveness of implementation in practice. The literature reviewed indicates issues concerning the transparency of contractual clauses, the processing of insurance claims, and the allocation of responsibility; however, the prevalence and empirical validity of these issues require further examination through empirical research. Within these limitations, the contribution of this study lies in developing normative parameters for determining the allocation of responsibility for the loss of insured goods in e-commerce transactions.

The principal limitation of this study lies in its doctrinal approach, which does not employ primary data obtained from consumers, sellers, Electronic Commerce System Operators (PPMSEs), delivery service providers, or insurance companies. Accordingly, the study is not intended to measure the actual effectiveness of claim processes or patterns of dispute resolution in practice. In addition, the analysis focuses specifically on the loss of insured goods and does not provide an in-depth comparison of the characteristics of policies adopted by different marketplaces or different insurance schemes. The judicial decisions examined in this study are also limited in scope; therefore, future research should undertake a more comprehensive review of relevant jurisprudence.

Future research should examine this model for allocating responsibility through empirical or socio-legal research, including by comparing marketplace terms of service, delivery service providers' shipping receipts, insurance policies, claim practices, and decisions of the Consumer Dispute Settlement Agency (BPSK) and the courts. The government and relevant regulators should promote greater clarity in the allocation of obligations among the parties and greater transparency of contractual clauses, while business actors should ensure that standard-form contractual clauses do not unilaterally transfer responsibility in contravention of Article 18 of the UUPK. For consumers, understanding the legal relationship with each party and the scope of insurance coverage is important to ensure that claims are directed against the appropriate party.

References

Afanggi, A. F., & Hidayah, A. N. (2024). Perlindungan Hukum Bagi Konsumen yang Dirugikan Karena Hilangnya Barang Akibat Kelalaian Jasa Pengiriman. *Jurnal Penelitian Serambi Hukum*, *17*(1), 31–41. https://doi.org/10.59582/sh.v17i01.862

Astuti, R. L., & Yahanan, A. (2025). Pertanggungjawaban Marketplace Tokopedia atas Kerugian Konsumen Akibat Kelalaian Mitra. *Legal System Journal*, *2*(2). https://doi.org/10.70656/lsj.v2i2.601

Bintarawati, F., & Rismana, D. (2024). Efektivitas Undang-Undang Perlindungan Konsumen dalam Memberikan Perlindungan Hukum Bagi Pengguna E-Commerce di Era Ekonomi Digital. *Risalah Hukum*, *20*(2), 102–112.

https://doi.org/10.30872/risalah.v20i2.1570

Boembeng, A. A. N. A., & Sudiro, A. A. (2025). Perlindungan Konsumen Transaksi Digital pada Platform E-Commerce. *Jurnal Ilmu Hukum, Humaniora Dan Politik*, *5*(6), 4810–4819. https://doi.org/10.38035/jihhp.v5i6.5103

Hadjon, P. M. (2007). *Perlindungan Hukum Bagi Rakyat di Indonesia*. Peradaban.

Haq, H. S., Wardani, A. M., & Wardiansyah, K. (2025). Perlindungan dan Pertanggungjawaban Hukum terhadap Konsumen dalam Perjanjian Pengiriman Barang melalui Ekspedisi. *Jurnal Fundamental Justice*, *6*(2), 177–194. https://doi.org/10.30812/fundamental.v6i2.5120

Hutajulu, D. A. R. K., Novel, S., Lestari, W. T., & Tarina, D. D. Y. (2025). Perlindungan Hukum Terhadap Konsumen dalam Penggunaan Jasa Pengiriman Barang Berdasarkan Hukum Positif di Indonesia. *Jurnal Ilmiah Wahana Pendidikan*, *11*(6), 41–53. https://jurnal.peneliti.net/index.php/JIWP/article/view/10664

Mahfiroh, R. (2020). Perlindungan Hukum terhadap Barang Kiriman Konsumen Pengguna Jasa Go-Send Instant Courier Melalui Tokopedia. *Jurnal Lex Renaissance*, *5*(1). https://doi.org/10.20885/JLR.vol5.iss1.art15

Manurung, I. M., & Ratnawati, E. (2024). Perlindungan Konsumen Terhadap Pengguna Jasa Pengiriman Barang (Ekspedisi) Terkait Kehilangan Paket. *Ensiklopedia of Journal*, *6*(4). https://doi.org/10.33559/eoj.v6i4.2199

Muhammad, A. (2019). *Hukum Pengangkutan Niaga*. Citra Aditya Bakti.

Mulhadi, & Yolanda, E. S. I. (2025). Pelindungan Hukum Pemegang Polis Asuransi Elektronik dalam Pembelian Barang Melalui Marketplace. *Sriwijaya Journal of Private Law*, *2*(1), 34–45. https://doi.org/10.28946/sjpl.v2i1.4301

Salim H.S. (2021). *Hukum Kontrak: Teori dan Teknik Penyusunan Kontrak*. Sinar Grafika.

Salviana, F. M., Nasution, K., & Kongres, E. (2023). Perlindungan Hukum Terhadap Tertanggung dalam Asuransi Jiwa, Perspektif Unit-Link. *Perspektif*, *28*(1), 19–24. https://doi.org/10.30742/perspektif.v28i1.851