

# Protection of Consumer Rights for Refunds on Online Travel Agent During Travel Bans in the Pandemic (Study Case of PT Rosalia Indah Transport)

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**Abstract.** This article employs a qualitative sociological juridical approach to examine the obligations of online travel agent companies towards consumers seeking refunds for travel ticket purchases during a pandemic, as well as the mechanisms employed for resolving refund-related disputes. The study draws on primary data collected through interviews, observations, and document reviews, supplemented by secondary data from literature studies and relevant legislation. The research reveals two key findings: Firstly, PT. Rosalia Indah Transport demonstrates adherence to government policy regulations, specifically Article 3 paragraph (1) and 4 of the Regulation of the Minister of Transportation of the Republic of Indonesia Number PM 25 of 2020, by fully refunding 100% of consumer ticket purchases. Secondly, disputes arising from refund claims are effectively resolved through amicable negotiations or non-litigation processes, emphasizing mutually beneficial solutions. The study concludes that adhering to government regulations by offering full refunds (as stipulated in Article 3, paragraphs 1 and 4 of PM 25 of 2020) is essential, and disputes between consumers and PT. Rosalia Indah Transport is efficiently settled through non-litigious negotiations and kinship-based approaches.

**Keywords:** Consumer Protection, Responsibility, Dispute resolution.

## 1 Introduction

In essence, humans are genuine consumers. This is evidenced by the inclination of humans to utilise the resources available in their natural surroundings to fulfil their needs for clothing, food, and shelter, essential for survival. As time progresses, human needs continue to grow in tandem with the development of the era. Can we examine the various lifestyles of modernism beyond this point? With the numerous changes in human living styles that have occurred, the level of consumerism has also increased. With the evolution of consumerist patterns in society, businesses functioning as providers of goods and services often find themselves in a superior position compared to the consumers themselves. This situation creates an imbalance between sellers and buyers during transactions. This issue becomes palpable in light of the current rapid

developments. According to Shofie Yusuf, alignment with consumers represents a genuine manifestation of a populist economy. This alignment should be firmly established in Indonesia, a country that highly values democratic populism. [1] To accomplish this, the government passed Law Number 8 of 1999 on Consumer Protection and set up the Indonesian Consumer Foundation (YLKI) to address such issues.

The current rapid development is evident in advancing trade, driving a consumerist society. Alongside the swiftly evolving technology, transactions between sellers and buyers occur online, eliminating the need for face-to-face interactions. In this scenario, the traditional marketplace no longer remains the primary venue for transactions. The advent of the internet has brought about significant changes, offering ease, speed, and cost-effectiveness. Imam Sjaputra highlights that the Internet's attributes, including affordability, have positioned it as the preferred choice for transactions.[2] In the near future, numerous Electronic Commerce (E-Commerce) platforms, including Online Travel Agents (OTA), will offer travel and voucher services, streamlining ticket and destination purchases. However, many OTAs have proven to be disadvantageous for consumers, leading to various negative impacts and losses.

Issues like inflated travel ticket prices and difficulties in refunding purchases have become prevalent, especially during the recent pandemic. These occurrences often deviate from agreed-upon terms between buyers and sellers. While online transactions facilitate both parties, they also introduce positive and negative impacts. Technological advancements have implications for consumer protection laws. To bolster upcoming online transactions, the government enacted Law Number 11 of 2008 on Information and Electronic Transactions. On Law - Law Number 8 Year 1999 On Protection of Consumers themselves, have set about the rights and obligations of the actors of business. Where in Article 7 letter (g) it is stated that the obligations of business actors are as follows:

*"Giving compensation, compensation damages and / or replacement if the goods and / or services were received or used not in accordance with the agreement"*

During past pandemics like the current one, the government has implemented extensive social restrictions, including transportation control. This policy has led to numerous ticket cancellations for travel, whether due to consumer choice or government-mandated bans. The stringent social restrictions, such as the prohibition of traveling to hometowns during Eid al-Fitr in 1441 *Hijriah*, were enforced to curb the spread of COVID-19.

Under Article 1, paragraph (2) of Regulation No. 25 of 2020 by the Minister of Transportation, various modes of transportation, including ground, rail, sea, and air, were temporarily prohibited. For canceled tickets, Online Travel Agents (OTAs) are obliged to provide a full 100% refund, as stipulated in Article 4, Article 16, and Article 23 of the same regulation. Consumer protection is broad and inclusive, encompassing users of online travel services, especially those purchasing tickets.

Considering the considerable losses experienced by OTA users, two key issues are explored: 1) The extent of an OTA's responsibility to refund ticket purchases during a pandemic, and 2) The dispute resolution process for ticket refund matters. This research aims to analyze the degree of responsibility an OTA bears regarding refund requests and to evaluate the dispute resolution mechanisms employed by OTAs for ticket refunds.

## **2 Method**

This article employs a qualitative research approach, which aims to produce descriptive data in the form of written and spoken words to portray observed behaviors. The descriptive method captures a detailed, systematic, factual, and accurate depiction of the researched reality and

presents it authentically.[3] The type of research that is used in the research is that the juridical sociological, approach through a step - a step certain that such observations, interviews, or examine a document - document. This method is used because it has three considerations. First, the method is more convenient to use when faced with the reality that is broad and big. Second, the method is to connect directly between the researcher with the respondent, so the validity of the data is more definite. Third, the method is more sensitive to the environment around and be able to adjust themselves to the changes. The method is also to identify and conceptualize law as an institution of social are real and functional in the system of life that is real.[4]

### **3 Results and Discussion**

#### **3.1 Overview of PT. Rosalia Indah Transport**

PT. Rosalia Indah Transport emerged from the efforts of individuals, Justin Soeroso and his wife YUSTINA Rahyuni Soeroso, who ventured into the land transportation service sector under the name "Autobus" or abbreviated as "PO Rosalia Indah". However, in the year 2015, it transformed into a legally incorporated company known as PT. Rosalia Indah Transport, as it stands today. PT. Rosalia Indah Transport is part of the larger Rosalia Indah Group, which also encompasses PT. Rosalia Indah Express, Ros-In Hotel, Rosalia Indah Resto, and Central Laundry. In the execution of its operations, PT. Rosalia Indah Transport consistently places paramount importance on service quality, safety, comfort, and fleet cleanliness. These priorities align with the company's stated vision and mission. As an indigenous company, PT. Rosalia Indah Transport has experienced rapid growth and holds a significant position in the realm of land transportation services within Indonesia.

#### **3.2 Corporate Responsibility Company Online Travel Agent (OTA) At the Consumer Upon Request Refund Money Purchase Tickets Journey During Pandemic**

The outbreak of the Corona Virus Disease 2019 (COVID-19) has led to numerous adverse effects on people's lives worldwide. Both the macro and micro aspects of the economy have been significantly impacted. Many businesses have been compelled to close due to the COVID-19 pandemic, including PT. Rosalia Indah Transport. As a company providing travel ticket services, PT. Rosalia Indah Transport also experienced the repercussions of this crisis. Their income notably decreased, especially at the outset of the pandemic in the year 2020. This was a result of government policies that imposed restrictions on public transportation operations and the movement of passengers. The situation reached its peak during the early days of the pandemic.

Measures such as the government's implementation of transportation control during the Eid al-Fitr homecoming period of 1441 AH have been put in place to curb the spread of Corona Virus Disease 2019 (COVID-19). This step is essential due to the customary practice in Indonesia, where a significant number of people travel back to their villages using public transportation to celebrate Eid al-Fitr. However, given the proximity and potential for COVID-19 transmission during travel, the government enacted Regulation PM 25 of 2020.

Article 1, paragraph (2) of this regulation states: "Temporary prohibition on transportation facilities, as mentioned in paragraph (1), includes: a. ground transportation; b. rail transportation; c. sea transportation; and d. air transportation." Furthermore, Article 3, letter a, clarifies that "Land transportation facilities, as referred to in Article 1, paragraph (2), letter a,

encompass general motor vehicles, such as buses and passenger cars." As a consequence of this policy, all forms of passenger-carrying transportation are restricted from operating. PT. Rosalia Indah Transport, a provider of travel ticket services for land transportation, is also affected by these restrictions. Imam Baharuddin, SE, the Supervision Coordinator, emphasized, "During the Eid al-Fitr flow of travel in 1441 Hijri year 2020, we did not conduct any departures. Departures were suspended from April 24, 2020, to June 1, 2020, due to the government's prohibition on homecoming travel and the operation of passenger transport. We chose not to take significant risks, and consequently, all tickets scheduled for departure during this period were not honored." From the explanation of Imam Baharuddin at the top, it can be interpreted that PT. Rosalia Indah Transport as a business actor, must provide compensation for services that are not appropriate, to consumers. Such as that described in Article 7 letter g of Law - Law Number 8 Year 1999 On Protection of Consumers which reads:

*"Obligations of actors of business is: Giving compensation, compensation damages and / or replacement if the goods and / or services were received or used not in accordance with the agreement"*

Responding to Article 7 letter g of Law - Law Number 8 Year 1999 On Protection of Consumers, which contains about kewajib of actors business and with their policy of prohibition homecoming day feast of Eid al- Fitr 1441 AH of government are. Then PT. Rosalia Indah Transport as a business actor, opens opportunities for ticket holder consumer who want to apply for a refund for their travel ticket purchase. So that consumers who hold travel tickets at PT. Rosalia Indah Transport was rushing - flocking filed a return of money purchase tickets for the journey.

The adverse effects of the COVID-19 pandemic extend not only to PT. Rosalia Indah Transport as a service provider but also directly impact consumers. Commencing from the ban during the Eid al-Fitr homecoming period of 1441 AH and culminating in the most severe consequence of canceled departures by Online Travel Agents, including PT. Rosalia Indah Transport, the pandemic's repercussions are evident. Nevertheless, PT. Rosalia Indah Transport remains bound to fulfill its responsibilities, as stipulated in the aforementioned quarter point. This responsibility is grounded in the fundamental principle that underpins the emergence of legal rights, enabling one party to hold another accountable through legal means, particularly in cases that involve liability and the provision of answers.[5]

As a demonstration of PT. Rosalia Indah Transport's responsibility as a travel ticket service provider to its consumers, Imam Baharuddin, SE, noted:

*This form of responsibility falls under our purview as a company engaged in the service sector, specifically as a provider of travel tickets. It's important to emphasize that our responsibility pertains strictly to services, not physical goods. Consequently, it is our obligation to independently provide a full refund for travel ticket purchases made by consumers, amounting to a 100% reimbursement, as mandated by the government's policy. The reimbursement of funds. Meanwhile, if consumers wish to alter their departure schedule, they are free to do so. However, it's noteworthy that most consumers tend to opt for a refund of their ticket purchase amount. Thus, we ensure a 100% money-back guarantee for the ticket purchase. Nevertheless, it's crucial to remember that consumers are eligible to apply for a 100% refund for their travel ticket purchases only if the departure schedule aligns with the dates on which the government has imposed a ban on travel during the Eid al-Fitr homecoming period of 1441 AH. For all other cases, a deduction of 25% per ticket applies.*

### **3.3. Settlement of Dispute Returns Money Purchase Tickets Journey by**

### **Companies Online Travel Agent (OTA)**

Research that is conducted by the authors is on the constraints that experienced by consumers who do filing refund money purchase tickets for the journey to the PT. Rosalia Indah Transport, particularly during the pandemic Corona Virus Disease 2019 (COVID-19) this. Alwan Zanuar Prayitno as one of the consumers who has a ticket departure schedule from PT. Rosalia Indah Transport, during the pandemic COVID-19, explaining about the tickets are canceled his departure by PT. Rosalia Indah Transport:

*"So, I bought tickets about a month beginning in March 2020 for departures on April 25, 2020, the plans to go home village (and down) the feast of Eid al- Fitr 2020. When I buy tickets for it , yet no policy barring the Social Scale Large (PSBB) of government let alone the imposition of a homecoming ban . Because policies PSBB own newly enacted around mid- month in March 2020. Because already there hunch is not able to leave , then I try to ask to the PT. Rosalia Indah Transport. It turned out to be true , my ticket could not depart , but at that time , there was no official announcement from PT. Rosalia Indah Transport, regarding the departure of me were canceled . Then do the filing of refund money purchase tickets for trips me , around the date of 20 April 2020 and My ticket departure schle is actually March 28 , 2020, I myself ordered tickets on March 26 , 2020. Then I heard the news that travel using public transportation was prohibited at that time . Upon hearing the news that , then my initiative to ask for certainty regarding the departure of tickets for me . It turned out that indeed departure I was not sure , because at the time it was new - a new start of the limitation of social scale large . Later on date 27 March 2020 I filed a return of money purchase tickets to the PT. Rosalia Indah Transport, because of which I know , during a pandemic is , the return of money purchase tickets for the journey of consumers that can be returned by a nominal 100%. But it turns out the money payback that I get , subject to a deduction of 25% of the PT. Rosalia Indah Transport . Money tickets are also new I received about 2 months . In fact, of which I have heard from the officers , the return of money buying tickets for a pandemic is for 30 days of work "*

In addition to constraints in time and nominal acceptance of money buying tickets for the journey, Rema Senung Kusuma also said that there are several obstacles else happened in the process filed a return of money purchase tickets for travel on PT. Rosalia Indah Transport, namely:

*"Since I bought tickets for this via online, its provisions also have to file a return of money purchase tickets for this are online. So, I do not immediately come to the office of the agent to file a return of money purchase ticket, but I have to file a return of money purchase tickets via email. Actually, the procedure is the same course , file - the file that is required to file a return of money purchase tickets are also same . But it remains only for not directly come to the office of the agent , so the response from the PT. Rosalia Indah Transport is also not as fast as if we come directly to the agent's office . Because they have to wait for an email reply that is not immediately replied to right away "*

Based on the explanation of Rema Senung Kusuma at the top, the action which is done by PT. Rosalia Indah Transport was not in accordance with its provisions when carried out purchase. Where the PT. Rosalia Indah Transport applying the estimated return of money purchase tickets for 10 days of work at the moment does not exist a pandemic, and 30 days of work at the time of the pandemic COVID-19 as time is. But in reality, most return on cash purchase ticket is received consumer exceeds the estimate of PT. Rosalia Indah Transport. It is also not in accordance with the provisions in Article 9 of Law - Law Number 11 Year 2008 About the Information and Electronic Transactions, which reads:

*"Perpetrators of business that offers a product through a system Electronic must provide information that is complete and correctly associated with the terms contract, manufacturers, and products that offer"*

Referring to the theory of protection of consumers Shidarta , where the principle - the principle position of consumers in relation to the perpetrators of the business , listed on the doctrine or

theory that is known in its development in the history of the legal protection of the consumer, ie, one of which is The privity of contract which states actors businesses have an obligation to protect consumers, but the thing was new to do if in between they have established a relationship contractual. [6]The number of complaints from consumers of PT. Rosalia Indah Transport concerning delays in the return of money purchase tickets for a trip of this, clearly shows the loss that experienced by many consumers. Thus deemed not in accordance with the theory of the protection of consumers that exist, as in the case of this, PT. Rosalia Indah Transport as a business acto, does not carry out its obligations in protecting its consumers. Namely, by providing a refund for the purchase of travel tickets with the appropriate nominal and on time. It is explained in Article 4 of the Regulation of the Minister of Transportation of the Republic of Indonesia Number PM 25 of 2020 concerning Transportation Control During the Eid Al - Fitr Homecoming Period of 1441 Hijri in the Context of Preventing the Spread of Corona Virus Disease 2019 (COVID-19) :

*"The operator of the land transportation facility as referred to in Article 2 is obliged to return the ticket fee in full or 100% ( one hundred percent ) to the prospective passenger who has purchased the ticket for the trip on the date as referred to in Article 1" Will however, the policy of government are not implemented by PT. Rosalia Indah Transport. Based on the narrative of R. Subekti who say bahwasannya agreement is an event where someone promised to someone else, or where two people were saline promised to carry out a case ( Subekti, 1987: 1) . Then it can be interpreted bahwasannya parties - parties that exist in it should keep its promise to carry out a case . Forms of agreement in case this is the ticket that is purchased by the consumer . Where should PT. Rosalia Indah Transport provide refund money purchase tickets for traveling consumers for 30 days of work, but given more than estimates that are determined when the purchase of tickets is done . Besides that, in Article 46 paragraph (2) Regulation of the Government Number 82 Year 2012 On Implementation System and Transaction Electronic also explained about things - things that should be considered in the implementation of transactions electronically, namely : "Implementation Transactions Electronics who conducted the party obliged to pay attention to : a. good faith ; b. the principle of prudence - prudence ; c. transparency ; d. accountability ; and e. reasonableness"*

Based on the explanation of the contents of article on the above, the PT. Rosalia Indah Transport deemed not noticed aspects of transparency in the process of return of money purchase tickets for the trip belong to customers during the period of the pandemic COVID-19 's . This was also stated by Rema Senung Kusuma:

*"in the process of filing to get refund money purchase tickets for this, less is no transparency. Transparency in here means is not explained the reasons specifically why the money purchasing the ticket just I received after 2 months, whereas its provisions 30 days of work . In addition to the return of money purchase tickets for that past estimates of the time, the cuts amounted to 25% is also not described . Even though I requested a refund for the purchase of this travel ticket during the COVID-19 pandemic"*

With many irregularities and obstacles that experienced by consumers in the process of return of money purchase tickets for travel on PT. Rosalia Indah Transport during the period of the pandemic COVID-19 's, consumers also have been doing a variety of efforts to fight for their rights . One of them such as that described by Rema Senung Kusuma, namely :

*"In the process of the return of money buying tickets for a trip that, because a lot of obstacles, so I also need a little more lots put out the effort to get money purchase tickets for these . Because the money I received was not on time and was subject to a 25% discount as well. As long as the money has not been up to me, I always routinely send an email to the PT. Rosalia Indah Transport once in a week, until finally the money purchase tickets for the journey I thank"*

Based on the opinion of Destiny Rahmadi about the definition of the dispute is the situation and the conditions in which people - the mutual experience of disputes that are factual and disputes according to the perception of them alone.[7] By looking at the narratives of several consumers of PT. Rosalia Indah Transport who feel many obstacles in the process of filing return of money purchase tickets for the journey to the PT. Rosalia Indah Transport, can be categorized as a dispute. Where both sides of the experience situations and conditions mutually at odds regarding the return of money purchase tickets for the trip belong to the consumer, during the period of the pandemic COVID-19 's. Policies issued by the government regarding the ban on homecoming Idul Fitri 1441 Hijri that an attempt prevention of the spread of Corona Virus Disease 2019 (COVID-19) this , causing a lot of losses , especially for sectors of business provider of the service ticket of travel , such as that experienced by PT. Rosalia Indah Transport this . Apart from business actors, consumers also feel disadvantaged because their travel departures are canceled. As well as not a little some are complaining about the polemic return of money purchase tickets for travel during the period of the pandemic COVID-19 's. In terms of this, as are complaints by consumers PT. Rosalia Indah Transport. The emergence of many complaints from the consumer regarding the refund of the purchase of his travel ticket that is not in accordance with the estimated time and nominal promised, makes PT. Rosalia Indah Transport as an Online Travel Agent must rack her brain so that she can fulfill her obligations as a business actor to her consumers, without harming her company. For the type of settlement of disputes are conducted by the PT. Rosalia Indah Transport with its consumers who experience losses or difficulties in submitting a refund for the purchase of this travel ticket is a negotiation , this is also explained by Dimas Pandu as follows :

*" During a pandemic COVID-19 is indeed a lot a problems or disputes that arise with consumers we, mostly concerning the return of money purchase tickets for them. Such as delays in receipt of money, nominal is not appropriate, until the filing of refund money purchases is tucked in the system we, given the number of the number of filing of the return of money purchase tickets for travel during a pandemic COVID-19 's. But thankfully all be resolved in kinship with the negotiations, without the consumer needs to denounce things that to the third or authorities other "*

Based on information from several consumers of PT. Rosalia Indah Transport who complained about the receipt of money for their travel ticket which was not in accordance with the provisions. Here is the response from the PT. Rosalia Indah Transport as a business actor: "For the return of money purchase tickets for trips to the consumer during the period of the pandemic, especially in the current applied to the policy ban forth by the government, we as actor effort was already doing the obligations, we to give the rights of the consumer. Where we return the money purchase tickets for traveling consumers during the period of the ban back and forth with a nominal full or 100% without the imposed cuts costs whatsoever. In accordance with the policy that was issued by the government at the time of prohibition and fourth years ago" Remarks were given by the PT. Rosalia Indah leave behind with what are expressed by consumers.

In fact, the consumers complained about the return of money purchase tickets for the journey that is not the right time and nominal returns are not in accordance with, as it should be. Where previously PT. Rosalia Indah Transport itself already explained bahwasannya the process of return of money purchase tickets for the trip belong to the consumer before the pandemic, requiring estimated time of 10 days of work . While semenjak there pandemic COVID-19 's , the process of return of money purchase tickets for the trip belong to consumers , require time to 30 days of work . More fully, the response from the PT. Rosalia Indah Transport regarding

the complaints that come from the consumers, Dimas Pandu explained :

*"Regarding the return of money purchase tickets for traveling consumers, we as actors businesses already do . At the time the government set a policy ban on homecoming in 2020 ago, it automatically all traveling various routes canceled. The cancellation of a trip that starts from the date of 24 April up to May 31 2020. Around the time of the feast of Eid al- Fitr 1441 AH. Based on the policy of the government, we as actors attempt provider of the service ticket of travel , must return the money of consumers as a whole amounted to 100%. Consumers themselves started doing the filing of refund money purchase to us about mid- month in March, since the mid- month of March has been held restrictions on the social scale large , so many consumers who then decided to not be set off . While the policy regarding the prohibition of homecoming was itself just came out around the beginning of the month of April, with the provision of the time also starts in the month April until the end of May. In accordance with the said government regarding the prohibition of going home, we just really - really stop departures on time which has been determined by the government, Thus , consumers are able to get a refund of money buying tickets for a trip as a whole amounted to 100% is the consumer who has a ticket to the scheduled departure at the date - the date of which is prohibited forth by the government that . For consumers who have a ticket out dates - the date which has been determined , remains subject to a deduction of 25% when doing the filing of refund money purchase tickets for the journey "*

Responding to complaints from Rema Senung Kusuma and Alwan Zanuar Prayitno about delays penerimanan money purchase ticket and non -compliance nominal received . PT. Rosalia Indah Transport says :

*"For the case on behalf of Rema Senung Kusuma and Alwan Zanuar Prayitno, for now it has been completed. Money purchase tickets for the journey also been accepted by both. To estimate the reception of money buying tickets for a trip that is not appropriate or too late, we admit that it is a mistake we. Due to be operational, a lot of all consumers who apply for a refund of money buying tickets for his journey during the period of the ban and down 2020 years ago . So that our company and operational systems are also a bit overwhelmed. At the beginning - the beginning of the implementation of the policy ban forth by the government , we do not never too late to give a return of money purchase tickets for trips to the consumer , because at the moment it is the consumer who did the filing of refund money purchase tickets for trips not so much . The highlight of the filing of refund money purchase tickets for the trip occurred in the mid- month of May. In the middle of the month of May, consumers who apply for a refund of money buying tickets for a trip booming , thus giving the money was so late because of the number of the number of queues . While on the subject nominal is not appropriate , where there are cuts of 25%, things are also already completed , mistake unfamiliarity with consumers are also already completed . Their pieces at 25% for the return of money purchase tickets for the trip owned Rema Senung Kusuma due to scheduled departure ticket that is before the enforced policies ban homecoming of government . At the scheduled departure of tickets for these, just recently imposed restrictions on the social scale large , not ban homecoming, which requires actors attempt to restore the money purchase of tickets is 100% intact"*

Consumers of PT. Rosalia Indah Transport who complained of delays and non - compliance nominal return of money purchase tickets for the journey , also already justifying a description of the PT. Rosalia Indah Transport who said that the disputes that occur in between the two sides of the parties is a misunderstanding and has been completed by way of a family without the need to take the path of law whatsoever . Such as that described Rema Senung Kusuma follows:

*"After getting the return of money purchase of the PT. Rosalia Indah Transport the*



*nominal subject to deduction of 25%, I had filed an objection via email. Then a week later, I received a reply containing information that the departure schedule for my travel ticket was not included in the date category where there was a ban on going home from the government. So that piece of 25% is still valid. Based on the explanation from the PT. Rosalia Indah Transport, things are due to policies regarding the return of money purchase tickets for the trip belong to the consumer by 100% during the period of the ban back and forth, a new force on 24 April 2020 up to May 31, 2020, while the scheduled departure of tickets for me that is the date of 28 March 2020. After getting explanation like that, then I understand it"*

Based on the information that is described by the PT. Rosalia Indah Transport and consumers regarding the settlement of a dispute over delays and non-compliance nominal return of money purchase (refund) ticket belongs to the consumer. According to the content of Article 45 paragraph (2) Law - Law Number 8 Year 1999 On Protection of Consumer :

*"Settlement of disputes consumers can be reached through the courts or in the outside court by choice voluntarily the parties that the dispute"*

Where the case is, agencies are authorized to settle disputes of consumers in the outside court is the Agency Settlement Dispute consumers. However, based on the contents of Article 52 letter (a):

*"The duties and authorities of the Consumer Dispute Settlement Body include: a. Doing the handling and settlement of disputes consumers with a way through mediation or arbitration or conciliation"*

Whereas in the case of these, can be seen bahwasannya attempt settlement of disputes are conducted by both sides of the parties is a settlement of the dispute non litigation or in the Alternative Dispute Resolution. For more specifics again namely by way of negotiations between the two sides of the parties, without involving the three others in it. Such as that described by Susanti Adi Nugroho, negotiation is a process of bargaining bid to reach an agreement with the other through a process of interaction, communication that is dynamic with the goal to get the settlement or the road out of the problems that are being faced by both side parties.[8]

## **4 Conclusion**

Responsibilities Responsible Company Online Travel Agent (OTA) At the Consumer Upon Request Refund Money Purchase Tickets Journey During the pandemic, namely by giving two options responsibilities responsibility in the form reschedule or refund the money purchase (refund) tickets for a trip to the consumers as a whole 100%. The dispute that occurred in the process of refunding the purchase of a consumer travel ticket for PT. Rosalia Indah Transport is caused by the error operating on companies that cause delays in the return of money purchase (Refund) tickets for trips to the consumer, as stipulated in the Regulation of the Minister of Transportation No. 25 Year 2020 Settlement of disputes in here, conducted in non-litigation, namely the Alternative Dispute Resolution, namely negotiation. Where it does not involve the three others as Board Resolution Dispute Consumers as well as institutions - institutions of consumers more.

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