

# Legal Protection for Users of Rail Transportation Services in Goods Transportation Services based on Law Number 08 of 1999 Concerning Consumer Protection

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**Abstract.** The focus of this research is to explore the forms of protection and responsibility of rail transportation services for property losses experienced by users of rail transportation services in the logistics sector. The research method used in this research is an empirical juridical. By Republic of Indonesia Government Regulation Number 72 of 2009 concerning Railway Traffic and Transportation, PT. Kereta Api Indonesia (Persero) is obliged to provide compensation to passengers and uphold its obligations to service users, railway facility crew, and individuals employed by railway facility operators on trains. He is also responsible for fire, damage to railway facilities, and losses to third parties. However, implementation in the field is still not up to expectations, causing harm to service users and conflicts with Law Number 08 of 1999 concerning Consumer Protection. If there is damage to passenger goods, an investigation will be carried out regarding who should be responsible for the compensation process. If damage occurs during the transportation process, PT. Railway Logistics will provide compensation for damage or loss. In practice, service users are protected by PP No. 72 of 2009 concerning Railway Traffic and Transportation. Compensation has been carried out yet has not satisfied service users because the shifting of responsibilities between the customer (expeditions) and the transport operator is the main reason the compensation process did not run smoothly.

**Keywords:** Logistics, Responsibility, Legal Protection

## 1 Introduction

The economy can be greatly simplified by improving the transportation system.[1] This is shown by the increasing demand for transportation services. We need a system that can provide a sense of security, comfort, punctuality, and costs that are easily accessible to all levels of society considering the importance of transportation. One way the Indonesian people carried out the rebellion was through transportation. The purpose of transportation is to increase the value of a good or service. If a location offers a good or service, it will be more valuable because it is located in a place that needs it.[2]

Land, sea, and air travel are the modes of transportation available in Indonesia. Each plays an important and mutually beneficial role in achieving the goal of moving people or objects.[3] Trains are one of the most widely used modes of transportation. It has privileges and advantages compared to other modes of transportation, including being able to carry large numbers of passengers. The benefits of trains have a positive impact on society. Therefore, people prefer and use trains, especially on big holidays such as Christmas and New Year.

Rapid technological progress has occurred in the field of transportation, especially in rail mode. In Indonesia, it is a state-owned company that offers, coordinates, and manages rail transportation services. Rail transportation has advantages compared to other modes of transportation, including the ability to transport large amounts of people or cargo, energy efficiency, and a high level of safety. Trains can help with national transportation problems, such as reducing road damage caused by large vehicles and avoiding congestion due to increasing traffic volumes.[4]

Rail transportation is a reciprocal agreement between PT. Kereta Api Indonesia (Persero) with the users is committed to transporting service users, both passengers and goods, to their destinations safely. Meanwhile, service users must pay transportation costs;

The mode of transportation must contain a barrier that blocks or disrupts the flow of traffic. This disruption to train operations is called traffic disruption at the Indonesian Railway Station (Persero). This refers to unforeseen circumstances that cause train travel to be stopped, delayed, or affected by an emergency.

Train operational disruptions are grouped into two. These are train accidents or KKA and non-train accidents or NKKA. A train accident is a collision between trains, a train overturns, a train derails, and/or catches fire. Meanwhile, non-train accidents are events or disruptions to train operations other than train accidents that result in damage to train facilities and/or infrastructure, loss of life, and/or loss of property. In general, service users who experience train accidents receive compensation from PT Jasa Raharja based on the provisions of Law Number 33 of 1964 concerning mandatory passenger accident insurance funds.

PT. Kereta Api Indonesia (Persero) is responsible for the impact of train operational disruptions by applicable laws and regulations if train operational disruptions result in losses for service users, both passenger transportation and passenger transportation. However, not all implementation of regulations is problem-free. The transportation process seems slow and if there is damage to passenger products, the damage process is very difficult to occur if there is a crossroads where the process of transporting passengers or goods does not meet the expectations of the service party. Train users feel disadvantaged by this.

According to Shidarta in general, there are four basic consumer rights, namely:[5]

- a. The right to safety;
- b. The right to be informed;
- c. The right to choose;
- d. The right to be heard.

There are several cases experienced by train users who do not fulfill the rights mentioned above, including damage to passengers' goods or belongings due to disrupting track operations and train accidents. This situation is very detrimental to train users.

Because goods and baggage in passenger transportation services are the responsibility of the expedition party in collaboration with PT. Kereta Api Indonesia (Persero), Persero does not necessarily provide compensation to service users if there is damage to goods or baggage. The intermediary who collaborates with PT. Kereta Api Indonesia (Persero) is PT. Herona Express, and PT. Logistics Railway (KALOG), its subsidiary, oversees everything.

In such conditions, where service users feel disadvantaged when there is a disruption to train operations, this action is contrary to Article 7 of Law Number 08 of 1999 concerning Consumer Protection, namely:[3]

- a. Have sincere goals in maintaining his business;
- b. Providing right, clear, and legitimate data in regards to the condition and assurance of merchandise and additionally benefits as well as giving clarifications of purpose, fix, and upkeep;
- c. Treating or serving shoppers accurately and truly and not unfair;
- d. Guarantee the nature of products as well as administrations delivered or potentially benefits exchanged in light of the relevant quality guidelines for merchandise and additionally benefits;
- e. Providing open doors for buyers to test and additionally attempt specific products or potentially benefits as well as giving certifications to merchandise made as well as exchanged;
- f. Providing pay, remuneration, as well as repayment for misfortunes coming about because of the utilization, use, and usage of exchanged merchandise or potentially benefits; Also,
- g. Providing remuneration, pay, as well as substitution if the merchandise and additionally benefits got or used are not by the arrangement.

## **2 Method**

The examination strategy utilized in this exploration is an observational juridical exploration technique, in particular a lawful exploration technique that looks at pertinent legitimate arrangements and what occurs as a general rule in the public eye or examination on real circumstances that happen in the public arena, to find relevant facts used as research data which is then analyzed to identify problems that ultimately lead to problem-solving.[6] The purpose of this method is to understand that regulations, including government legislation or ministerial regulations, must be understood as people's cultural behavior in everyday life, not just normative regulations.

## **3 Results and Discussion**

### **3.1 Consumers and Transportation Service Business Actors**

#### **3.1.1 Service Users / Consumers**

Article 1 section 2 expresses that "Shopper is each individual who utilizes products as well as administrations accessible in the public eye, whether to serve themselves, their family, others or other living animals and not so much for exchanging". According to the Big Indonesian Dictionary, consumers can be defined as users of goods produced and also users of services.

Legal experts agree to interpret consumers as the final users of goods and/or services. Services are any services in the form of work or achievements that are provided for the community to be utilized by consumers.[7]

Shopper freedoms are contained in Article 4 of Regulation Number 08 of 1999 concerning Buyer Security, to be specific:

- a. The right to solace, security, and wellbeing in consuming products or potentially benefits;
- b. The right to pick merchandise as well as administrations and acquire said products or potentially benefits by the swapping scale and conditions and certifications guaranteed;
- c. The right to right, clear, and genuine data with respect to the condition and assurance of products or potentially benefits;
- d. The right to have assessments and objections heard in regards to the merchandise as well as administrations utilized;
- e. The right to get support for assurance and suitable endeavors to determine buyer insurance questions;
- f. The right to get purchaser direction and instruction;
- g. The right to be required or served accurately and truly and not in an unfair way;
- h. The right to get pay or potentially substitution, if the products as well as administrations got are not by the arrangement or are not as they ought to be;
- i. Rights controlled in other legal arrangements.

In the mean time, Article 5 of Regulation Number 08 of 1999 concerning Customer Assurance expresses that the purchaser's commitments are:

- a. Read or adhere to data directions and methodology for the utilization or use of products and additionally benefits for security and wellbeing purposes;
- b. Have pure intentions in doing exchanges to buy merchandise and additionally benefits;
- c. Pay as per the concurred conversion scale;
- d. Follow proper legitimate goal endeavors for purchaser insurance debates.

### 3.1.2 Transportation Services Business Actors

A business visionary is characterized as "each individual or individual or business element, whether as a legitimate substance or non-lawful substance, which is laid out and completes exercises inside the purview of the Republic of Indonesia, either exclusively or mutually through a consent to do business exercises in different financial fields".[8]

Business actors are the enemy of consumers. Business actors are producers who are also bound by contracts with producers. Distributors, agents, and networks that work under producers all play a role as partners in the distribution of goods and services produced by producers to consumers.

Article 6 of Regulation Number 08 of 1999 concerning Buyer Assurance frames the freedoms of business entertainers. These rights include:

- a. The right to be paid by the circumstances and trade worth of merchandise or potentially benefits exchanged;
- b. The right to lawful assurance from buyer activities in dishonesty;
- c. The right to self-preservation is suitable in the legitimate goal of customer questions; What's more,
- d. The right to restore one's great name.

The obligations of business actors based on Article 7 of Law Number 08 of 1999 concerning Consumer Protection are:

- a. Have honest intentions in completing business exercises;
- b. Providing right, clear, and legitimate data in regards to the condition and assurance of merchandise and additionally benefits as well as giving clarifications of purpose, fix, and upkeep;
- c. Treating or serving shoppers accurately and truly and not unfair;
- d. Guarantee the nature of products and additionally benefits created or potentially exchanged in view of the arrangements of pertinent quality guidelines for merchandise as well as administrations;
- e. Providing open doors for customers to test, and additionally attempt specific products or potentially benefits as well as giving certifications or potentially guarantees for merchandise made or potentially exchanged;
- f. Providing pay, remuneration, as well as repayment for misfortunes coming about because of the utilization, use, and usage of exchanged merchandise or potentially benefits;
- g. Providing remuneration, pay, and additionally substitution if the merchandise as well as administrations got or used are not by the arrangement.

### **3.2 Operational Activities of Railway Goods Transport Services**

PT. Kereta Logistik known as KALOG, and PT. Kereta Api Indonesia (Persero) collaborates to provide goods transportation services. Meanwhile, PT. Indonesian Railways (Persero) owns PT. Herona as a client. The expression is understood in the sense of operations involving the transportation of products, namely:

- a. An officer works as a counter clerk in PT. Kereta Api Indonesia (Persero) which is tasked with receiving product application forms, complaint forms, initial inspection of goods to be transacted, issuing proof of transactions, and providing transport documentation;
- b. Inspection officers and inspectors are officers in PT. Kereta Api Indonesia (Persero) is tasked with verifying the correctness of complaint files, completing information supporting complaints, as well as weighing and measuring the volume of goods to be transacted by the product application form; Loading and unloading officers are PT officers. Logistics Trains that carry out operational activities of loading and unloading from and to baggage trains or wagons;
- c. PT officers serve as supervisors. Receiving escort documentation, transportation documents, physical goods, and complaint documents, as well as producing information supporting complaints that will be submitted to the PT branch head, is a task given to the Logistics Train. Railway Logistics;
- d. PT officers serve as goods control officers. Accompanying documents are documents issued by PT. Kereta Api Indonesia (Persero) which contains a list of cargo per delivery destination as the basis for handover and transportation documents;
- e. Transport Letter (SA) is a document issued by PT. Indonesian Railways (Persero) which contains goods delivery data. Railway Logistics escorts goods on certain trains from the initial station to the train's destination station.

According to the Branch Head of PT. Banyuwangi Branch Logistics Train, Mr. Asep Ridwan Malik, transportation procedures are divided into 6 stages, namely:

- a. Transaction and pre-loading procedures;
- b. Loading preparation procedures;
- c. Goods loading procedures;
- d. Escort procedures;
- e. Procedure for unloading goods;
- f. Handing over goods to customers by counter staff;
- g. Handling irregularities;
- h. Minutes of work handover.

The transaction and pre-loading procedures start from the service user or customer, either independently or using an expedition that comes to send the goods. Next, the service user fills in the goods application form and submits it to the counter officer.[9] The counter officer receives the goods application form along with the physical goods from the service user and carries out an initial inspection, namely the standard packing and weight and general dimensions of the goods. Packing standards for each item are different, including:

- a. Plant. Packaging for plants is required not to damage the plant itself, completeness of documents for certain types of plants must be by the law, and damage during transportation does not warrant a claim;
- b. Animals. Animal cages use standard pet cargo/pet carrier/kennel boxes according to the animal being sent, animal restrictions are provided in the cage if necessary, separation of animal placement based on animal type, the animal arrangement must pay attention to animal survival during the transportation process, completeness of documents according to type Animals must comply with the law, deaths, illnesses, and injuries during the transportation process do not receive a claim guarantee;
- c. Motorcycle. Motorbike deliveries must include the original valid STNK or motor vehicle purchase invoice or a certificate from the police regarding the status of the vehicle, the motor vehicle tank must be empty, packing and bubble wrap must be carried out if necessary, tied tightly to avoid friction, made checklist regarding the condition of the motorbike when received from the service user;
- d. Electronic. For sending electronic goods, packing must be done using wood and bubble wrap, marked with an "easily broken" sticker and marked with an upward arrow;
- e. Glassware and liquids. Likewise, electronic goods must be packed using wood and bubble wrap, marked with an "easily broken" sticker and marked with an upward arrow;
- f. Especially dangerous goods. The provisions follow the applicable Appendix CR Regulation Concerning the International Carriage of Dangerous Good By Rail (RID) and stipulated by the Convention concerning International Carriage of Dangerous Good By Rail (COTIF), the packing is appropriate and ensured that it does not leak or spill;
- g. Drugs. Mandatory waterproof packaging and bubble wrap if necessary, marked with a "breakable" sticker and marked with an upward arrow, the sender must state the type of medicine being sent.

The weight and dimensions of goods permitted for delivery must comply with the following provisions:

- a. Must not exceed dimensions 100 cm high, 100 cm wide, and 120 cm long;
- b. Maximum weight. For delivery from the initial train departure station to the final train destination station, the maximum weight is 100 kg, from the initial departure station to the intermediate station the maximum weight is 50 kg, from the intermediate station to the intermediate station the maximum weight is 50 kg, from the intermediate station to the final station maximum train destination weight 50 kg;
- c. For goods weighing above the provisions, this can still be done provided that the station where the delivery is made ensures the feasibility of loading and unloading including the availability of infrastructure, aids for loading and unloading, sufficient loading and unloading power and the maximum width of the goods is 50 cm smaller than the entrance to the baggage cart.

If there are goods that do not meet packing standards, the counter staff will return the goods to the service user or customer so that they can be re-packed and if at the customer's request, the goods are still sent, the customer must sign a no claim statement, then the customer moves the goods and takes them to weighing equipment, the inspection officer will re-examine the standard packing, weighing, and measuring the volume and category of prohibited items.

When weighing goods, it must be witnessed by the customer, and also the counter staff. After weighing, the unloading officer removes the goods from the weighing equipment. The inspection officer will inform the counter officer about the goods, then the counter officer will input data into the system and reconfirm with the customer regarding the suitability of the data that has been input. After inputting the data, the customer makes a payment and receives proof of the delivery transaction. Next, the counter officer hands over the goods sticker to the loading and unloading officer which will be affixed to the goods according to the destination station.

The loading preparation procedure is carried out by the loading and unloading officer by receiving the goods and accompanying documents to be loaded onto the carriage by the supervisor. The loading and unloading officer check and matches the quantity of goods with the accompanying documents. If it is not appropriate, the loading and unloading officer reports it to the supervisor, then the supervisor will coordinate with the inspection officer to carry out:

- a. If there are data errors, revisions will be made to the incorrect document;
- b. If goods are found to be damaged or unfit for transport due to the condition of the goods or the condition of the packaging and cannot be repaired, the goods are returned to the counter staff and then forwarded to the customer by providing a note of the number of goods returned and giving the reason for returning the goods.

If all the goods are suitable then the goods can be placed in the temporary storage place determined by PT. Perkeretaapian Indonesia (Persero). Next, the loading and unloading officer coordinates with the inspection officer regarding the location of the loading and unloading platform. Loading and unloading officers group goods based on

relationships and place them in locations prepared by PT. Kereta Api Indonesia (Persero) based on information from inspection officers.

The procedure for loading goods begins with moving goods from the temporary storage area by loading and unloading officers using tools according to conditions and needs. Preparation of goods in the loading and unloading area must be completed before the train arrives and stops on the loading and unloading route. When a train arrives at the station, the loading and unloading officer carries out loading according to the grouping that has been made. The loading and unloading officer coordinates with the escort officer to organize and stack goods on the baggage cart by the escort document by paying attention to:

- a. Weight of goods, heavy items should not be placed on top of light items;
- b. The placement and method of arranging goods must comply with the fragile sticker instructions or other warnings on the packaging of the goods;
- c. The arrangement and placement of goods must be evenly distributed considering the weight of the goods in the baggage cart;
- d. The placement and arrangement of goods in the form of animals and plants must consider the survival of the animals and plants.

To adjust goods and documents, the escort officers together with the loading and unloading officers performed a physical inspection of the suitability of the goods and accompanying documents contained before the train departs.

The escort procedure is carried out after the goods loading process has been completed. During the journey, the escort is obliged to inform you about the departure time of the train from each station crossed, the weight of the goods going up and down, the condition of the load in the baggage cart, and the condition of the baggage cart. Escort officers are required to report to the nearest station supervisor to make an official report regarding the condition of the baggage cart while under escort if an important incident occurs during the escort process, including:

- a. The baggage cart door cannot be closed;
- b. The baggage cart's lighting went out;
- c. The baggage cart is leaking or there is water overflowing from the outside of the baggage cart;
- d. There are dangerous animals on the loose;
- e. Damage to goods or other abnormal events

The supervisory officer must inspect and prepare the cargo for release when the goods are dumped at the destination location. They must also work with unloading personnel to coordinate train position, unloading cargo, cargo condition, and total accumulated weight. The items are ready to be dumped or filled with a landing process if the train stops where they are.[10]

When the train approaches the destination station luggage and accompanying officers are ready, they wait in front of the baggage train door and open it after the train has completely stopped. This is the beginning of the goods delivery process. The accompanying officer displays the cargo the loading and filling officer requires under the accompanying document to be released. Custodians, stocking and replenishment personnel, and supervisors must be notified if they discover that the condition of products is damaged, missing, or does not conform to control documents. Guards and transport and drilling officers must ensure and check the number of items removed according to accompanying documents.

Goods that have been unloaded from the baggage cart must be checked and arranged in the place provided by PT. Kereta Api Indonesia (Persero) as a temporary storage place. After the arrangements have been made, the inspection officer hands over the transportation documents and copies of the escort documents to the counter officer. If there is damage, loss, or incomplete transportation documents, the inspection officer together with the supervisory officer will make an official report and carry out initial identification of the cause.

Goods that have been received by the counter staff are goods that have been inspected and have complete documents. Delivery of goods to customers is carried out by the counter staff. The documents received by the counter officer are checked with the application data and the physical goods to be handed over to the customer. The counter clerk informs the customer that the shipment has arrived and can be picked up by explaining the place and time of pick-up. When the customer arrives, the counter officer hands over the goods to the customer and records the collection of goods in the goods collection guard's book.

### **3.3 Responsibility of Railway Transportation Services for Loss of Consumer Goods**

Railway facility operators are responsible for service users who experience loss, injury, or death caused by train operations.[11] This responsibility begins when the service user is transported from the origin station to the destination station. The responsibility of the railway facility organizer, namely PT. Kereta Api Indonesia (Persero) is calculated based on losses experienced by service users.

If the loss experienced is not caused by an error in train operation, then PT. Kereta Api Indonesia (Persero) will not be held responsible. In baggage/passenger delivery trains, if losses are suffered by the sender of goods due to lost, damaged, wrongly delivered, or destroyed goods, it is the responsibility of PT. Kereta Api Indonesia (Persero).

Losses experienced by the sender of goods are calculated based on actual losses, excluding profits to be obtained and costs of services used. PT. Kereta Api Indonesia (Persero) is not responsible if the loss is caused by incorrect information in the goods transportation document.

PT. Kereta Api Indonesia (Persero) must be responsible for the goods transported on the train and must compensate for losses due to negligence in the operation of the train. These losses are in the form of:

- a. Goods are lost in part or whole;
- b. Partially or completely damaged;
- c. Perish;
- d. Wrongly sent;
- e. The number of shipments submitted is incorrect.

PT. Kereta Api Indonesia (Persero) is obliged to ensure its responsibilities towards service users, railway facilities crew, and people employed by railway facilities operators on trains, railway facilities, and losses suffered by third parties. Liability insurance for service users includes:

- a. Insurance for passengers who experience loss, injury, or death caused by train operations;
- b. Insurance of goods against loss.

The problem that often occurs is that passenger goods are sent incorrectly, which results in the passenger's goods being delayed or not arriving at the recipient on time. Problems due to damage to passenger goods also often occur. This is very detrimental to service users. Investigation and compensation procedures are also carried out as a form of responsibility to service users.

When transporting goods by train, the risk of damage and loss to the goods being transported is very large. In this case, PT. Kereta Api Indonesia must take preventive measures before unwanted risks occur. Risks that arise may include:

- a. The destruction of goods, namely: can be caused by theft, burning until they are destroyed or they are no longer in existence;
- b. Damage to goods, either partially or completely, can be caused by carelessness when loading and unloading or due to negligence;
- c. Delay in delivery or arrival of goods. Can be caused by operational disruptions such as damage to facilities and infrastructure or because of road obstructions.

In sending goods by train, if an undesirable risk occurs due to force or overwork and causes the goods to be destroyed or damaged, PT. Kereta Api Indonesia (Persero) is not responsible for compensating for any losses experienced by service users. It is Article 88 of Law Number 23 of 2007 concerning Railways which explains that railway infrastructure operators are not responsible for losses caused by errors in the operation of railway infrastructure, and/or force majeure. If the shipment is damaged, all risks arising from the shipment become the responsibility of the sender or owner, signed by the sender. So, the expedition party is not responsible if there is damage to the delivery goods. If damage to delivery goods occurs due to disruption of train operations as a result of operational errors, PT. Indonesian Railways (Persero) will compensate for the losses incurred.

#### **4 Closing**

By Republic of Indonesia Government Regulation Number 72 of 2009 concerning Railway Traffic and Transportation, PT. Kereta Api Indonesia (Persero) is obliged to provide compensation to passengers and uphold its obligations to service users, railway facility crew, and individuals employed by railway facility operators on trains. He is also responsible for fire, damage to railway facilities, and losses to third parties. However, implementation in the field is still not as expected, causing harm to service users and against Law Number 08 of 1999 concerning Consumer Protection.

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