



Protection of Consumer Position in Relation with Business Actors from an Absolute Responsibility Perspective

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<http://dx.doi.org/10.47814/ijssrr.v5i6.410>

Abstract

The burden of proof is always on the plaintiffs in consumer goods loss actions, if the law is followed. Consumers bear a significant burden of evidence due to their lack of knowledge about the production process, the technology used, and the materials really utilized by producers in their roles as business actors. As mentioned in its explanation, the burden of proof is reversed in Consumer Protection Act by adopting a reverse burden of proof system. Hence, this study intends to examine ratio of legislation and principles in Consumer Protection Act and the use of the principle of absolute responsibility as an equalization of the position of consumers with business actors in the Consumer Protection Act. This study takes a legislative approach to normative research. The findings indicate that there are differences of opinion regarding the application of the burden of proof reversal system in the UUPK, owing to the fact that consumer protection is still considered to be inadequate, particularly in claims for compensation for defective products and products containing materials known to be hazardous to physical and mental health. Consumers are not compensated if the business actor establishes that the loss was the result of consumer mistake.

Keywords: *Strict Liability; Business Actors; Consumer Protection*

Introduction

Product liability law is a legal tool designed to give normative assurances of statutorily mandated consumer rights, particularly the right to safety, health, and compensation. This form of regulation is essential because the current regulation of production control (quality control techniques) and trade in goods is deemed inadequate to prevent or avoid and protect consumers who experience losses, whether in the form of defects or damage to the consumer's body to fatal injury (body / personal injury), damage to other property (property damage), and damage related to the product itself (pure economic loss). In addition to production restrictions, there is a need for product liability law, a kind of legal control that provides recompense for consuming and using a product. Regarding product responsibility, it is clear that

the state plays a vital role in safeguarding customers, who, as citizens (society) in a vulnerable position when interacting with businesspeople, are vital in this period of globalization and free markets (Bachri & Kurniawan, 2019).

The introduction of Law Number 8 of 1999 Regarding Customer Protection (UUPK) and other associated laws and regulations demonstrates the role that the state plays in consumer protection in Indonesia. This law was passed to address consumer protection issues. Hence, it is believed that the state will be able to promote the expansion of the business world so that it may generate a variety of commodities and/or interdependent interactions between various business actors, consumers, and the state (Syawali & Imaniyati, 2000). In other words, to create consumer protection, synergy is needed between 3 (three) parties, namely the government, business actors and consumers. As specified in Article 1 point 1 of the Company Law it is stated that “consumer protection is all efforts that guarantee legal certainty to provide protection to consumers”, which means that “the law of protection is nothing but the law that regulates efforts to ensure the realization of legal protection for the interests of consumers whose rights have been violated by business actors”. Education and socialization on the rights and responsibilities of consumers and corporate actors can help bring about the legal certainty essential to safeguard customers, which can be accomplished by providing education. When consumers and business actors each have their own set of rights and responsibilities, it is possible to reduce the number of disagreements or conflicts that arise between the two groups.

As highlighted by Philipus M. Hadjon that “there are 2 (two) theories of legal protection in consumer protection, namely repressive legal protection and preventive legal protection” (Dewi, 2015). As for the protection “repressive law is legal protection carried out by applying sanctions to perpetrators in order to return the law to the actual situation, while preventive legal protection is legal protection aimed at preventing disputes” (Dewi, 2015).

Consumer protection is an essential component of ethical business practices. There is a balance of legal protection between consumers and producers in fair economic activity. Consumers will be disadvantaged due to a lack of balanced protection. Consumer losses can occur from the legal connection in the agreement between the producer and the consumer, as well as the repercussions of the producer's illegal acts (Wisnumurti et al., 2020).

When it comes to disseminating information, business actors must always give accurate and comprehensive information so that no crucial information about customers' rights is buried. Any information presented should be simple to understand, otherwise it will go unused. Incomplete and erroneous information supplied to customers might give them the wrong impression and make them feel duped. If we look closely, specific restrictions, which are comparable to laws controlling advertising activities, have not been established up to this point, as in the case of Indonesia. As a consequence, there is frequently variety in advertising laws in the applicable positive legislation, such as those found in the UUPK, the Civil Code, the Criminal Code, Government Regulations, and Administrative Ministerial Regulations. As a natural outcome, there are a number of issues relating to the determination of advertising business actors' rights and obligations, the prohibition of advertising fraud, the burden of advertising business actors' obligations, the position of the Indonesian Advertising Council as the advertising supervisory bureau, and the sanctions that can be imposed on business actors if they violate the provisions in question (Harianto, 2010).

In this circumstance, customers need to be afforded an enhanced level of protection against the dissemination of deceptive information on marketing for products and services. Because consumers are not involved in any part of the production process or the distribution stage of the product or service in question, they are always in the position of an unlucky entity, which is why regulations governing consumer protection are absolutely necessary. This is because consumers are in a weak position in comparison to business actors. In furtherance of this discussion, the author is going to bring up two

different legal considerations. The ratio legis and principles in the UUPK are the first legal problem to be addressed. The application of the absolute responsibility concept in the UUPK so as to level the playing field between business actors and individual customers is the second legal challenge.

Research methods

In this study, a normative, statutory approach to legal research will be utilized. In which the author will undertake an in-depth investigation of the relevant laws and regulations controlling absolute responsibility in order to determine whether or not Peter Mahmud Marzuki, Legal Research: Revised Edition (Prenada Media 2017).[93]. there is harmony between law and consumer protection practices in society. Subsequently, a conceptual approach will be taken utilizing relevant legal principles, (Marzuki, 2016) with the expectation that this research will be utilized as a starting point for protecting consumers against their position in relation to corporate actors from the standpoint of absolute responsibility.

Results and Discussion

A. Ratio Legis and Principles in UUPK

1. Reasons for the establishment of UUPK

The legal framework for Indonesian citizens who are customers has been in place for a long time now. The UUPK is the legal framework that governs such. Since consumer protection laws and regulations have historically been ineffective, consumers often suffer as a result. Drafting the UUPK is a means of establishing norms of consumer and business protection based on the premise of equitable treatment for both parties. It is hoped that justice may be achieved in the interaction between business actors and customers by establishing these standards. (RI, 2009)

In addition to safeguarding customers, UUPK serves as an opportunity for corporate actors to conduct themselves in an honest and responsible manner. The responsibilities of business actors are considered as consumer rights, and vice versa, the responsibilities of customers are regarded as business actor rights as well (Bachri & Kurniawan, 2019). Not often do transactions between consumers and business actors go easily or even well. In practice, it is frequently seen that what was initially promised by corporate actors before to the transaction differs from what customers ultimately obtain. In fact, conflicts and arguments are frequently regarded as violent acts, hence they are always seen negatively. Considered negative, conflicts should be avoided or at the very least prevented from occurring. Conflicts develop when wildly different interests cannot be effectively articulated. Conflict is intrinsic to every human, both himself and others. As a result of the uneven position of the opposing parties, such as between consumers and business actors, there are numerous improper dispute settlements in practice. In addition to protecting consumers, the UUPK's establishment also attempted to address the imbalance between the position of consumers and business players. Taking into account the option for consumer dispute resolution in the UUPK as a kind of empowerment in settling issues between consumers and corporate actors, disagreements can be settled out of court or in court, depending on the parties' preference.

2. Principles used in UUPK

The overall progress of economic growth has resulted in the availability of a large number of goods and services for consumer use. Additionally, globalization and free trade provide up more opportunities for the exchange of goods across international borders. Under these circumstances, it is vital that consumers be given more participation through the development of a wide legal concept that is capable of being put into practice and is able to safeguard the interests of consumers in a manner that is both integrated and comprehensive. Regarding the topic of consumer protection, this can be accomplished

legally by: respecting consumer rights; realizing the obligations of business actors; implementing regulations for business owners that prohibit violations, fraud, and the inclusion of certain standard clauses; requiring business owners to compensate consumers; and providing dispute resolution for consumer protection.

Additionally, the following consumer interests are outlined in UN Resolution no. 39/248 of 1985 concerning Consumer Protection (Guidelines for Consumer Protection), which also addresses the topic of Consumer Protection: (Yuanitasaro, 2016)

1. Protection against threats to health and safety;
2. Promotion and protection of consumers' socio-economic interests;
3. Availability of information to assist consumers in determining the best choice based on personal interests;
4. Consumer education;
5. Effective compensation mechanism; and
6. Freedom to form consumer bodies or other relevant organizations to voice opinions in the best decision-making process based on personal interests.

The following principles from the consumer's position will better show their vulnerabilities and weaknesses. The principle of the position of consumers in legal relations with business actors comes from well-known doctrines in the history of consumer protection, namely: (Syawali & Imaniyati, 2000)

1. Let Buyers Be Alert;
2. Precautionary Theory;
3. Confidentiality of the Contract;
4. Unconditional Contract

The obligation of business owners to satisfy the needs of their customers is inextricably bound up with their right to legal protection. In the legal system, the fundamental basis of responsibility involves: (Gunawan, 1999)

a. A responsibility based on mistakes

According to this concept, a business owner who commits an error in doing business is liable for any resulting loss or harm.

b. Presumption of Responsibility

According to this idea, the owner of a business is always liable for any losses resulting from his commercial activity.

c. Presumption of Non-Liability

In contrast to the second principle, the presumption of non-liability applies only in a relatively narrow context of consumer transactions; this restriction is frequently supported by common sense.

d. Absolute Responsibility

This notion is frequently regarded equivalent with the principle of absolute duty. Absolute responsibility is the notion of faultless and absolute liability.

e. Limitation of Liability

This principle is applied by business actors through the inclusion of waived standard clauses in the contracts they formulate.

The idea of being responsible for one's actions is a fundamental component of the legal obligation paradigm. The origin of legal responsibilities may be traced back to a transcendent standard that serves as

the foundation for any rule. Norms provide a duty to comply with legal rules and are accountable for complying with those regulations. Norms are also responsible for creating those legal regulations (Theo, 1995).

The absolute responsibility system cannot be implemented in Indonesia because the domestic product responsibility system is still based on the assumption of liability based on error with reversed proof. This premise makes the implementation of the absolute responsibility system impossible. Article 19 paragraph (1) of the UUPK is not based on a different formulation with respect to Article 1365 of the Civil Code for the following three reasons: first, Article 1365 of the Civil Code expressly includes responsibility for errors or omissions; secondly, Article 19 (1) of the UUPK does not require word errors; and thirdly, Article 19 (1) of the UUPK does not entail the term of error.

Despite the fact that the burden of evidence is on the defendant, this rule has not been regularly applied in practice. This indicates that some of those who enter the courts still adhere to the old ideas, which place the burden of evidence on the shoulders of the customer, due to the fact that the UUPK includes rules requiring proof and that these requirements are included in the UUPK. In the meantime, there is a school of thought that holds the belief that the reversal of the burden of evidence should only be enforced in restricted instances in reality, notably in situations where the customer has been harmed in the past. Although business actors are in a position to establish their innocence, the reverse proof of UUPK can be counterproductive for consumers. This is because consumers are intimidated by the capacity of business actors to defend themselves, while business actors are in a position to prove their innocence.

3. The position of consumers and business actors in the UUPK with reversed evidence

Consumers who are referred to as UUPK are final consumers, and contracts signed between final consumers and business actors are not the only type of agreement that may exist between them. The definition of the phrase "user," which is included in the definition and comprehension of consumers according to Article 1 number 2 of the UUPK, reveals this to be the case. This indicates that consumers and business actors do not necessarily need to have a contractual connection in order to have a fundamental legal relationship with one another. Article 4 of the UUPK outlines the rights of consumers as follows, specifically:

1. The right to comfort, security and safety in consuming goods and/or services;
2. The right to choose goods and/or services and to obtain those goods and/or services in accordance with the exchange rate and the promised terms and guarantees;
3. The right to correct, clear and honest information regarding the conditions and guarantees of goods and/or services;
4. The right to be heard of opinions and complaints about the goods and/or services used;
5. The right to get advocacy, protection and efforts to properly resolve consumer protection disputes;
6. The right to consumer guidance and education;
7. The right to be treated or served indirectly and honestly and non-discriminatory;
8. The right to obtain compensation, compensation and/or replacement, if the goods and/or services received are not in accordance with the agreement or not properly;
9. Rights regulated in the provisions of other laws and regulations.

UUPK serves not only to protect consumers, but also to urge business actors to be honest and responsible in conducting their operations and to guarantee that their goods are safe and comfortable for customers. The antinomy between consumer rights and business actor responsibilities implies that business actor obligations are also seen as consumer rights, and vice versa, consumer obligations become business actor rights. Article 1 point 3 UUPK defines a business actor as "every individual or business entity, whether in the form of a legal entity or not, that is established and domiciled or carries out

activities within the jurisdiction of the Republic of Indonesia, either individually or jointly through an agreement to carry out business activities in various economic fields”.

Business actors also have obligations regulated in Article 7 of the UUPK, namely:

1. Have good intentions in carrying out their business activities;
2. Provide clear, accurate, and trustworthy information on the condition and guarantee of products and/or services, as well as instructions for usage, repair, and maintenance;
3. Consumers must be treated or served with integrity and without discrimination;
4. To ensure that the quality of products and/or services that are manufactured and/or sold is maintained in line with the specifications of the relevant quality standards for products and/or services;
5. Consumers should be given the opportunity to test and/or try various products and/or services, and manufacturers and/or retailers should be required to issue warranties and/or guarantees for the products they create and/or trade.

Consumers have a responsibility to educate themselves not just on the rights and duties of business actors, but also on the consumer items they purchase, which may consist of either commodities or services. Article 1 point 4 of the UUPK defines products as "every object, both tangible and intangible, whether movable or immovable, can be spent or not spent, which can be traded, used, or utilized by consumers," while Article 1 point 5 of the UUPK defines services as "any service in the form of work or achievement provided to the public for use by consumers." Therefore, it can be known that products and services both fall under the purview of the UUPK.

B. The use of the Absolute Responsibility Principle as an Equalization of the Position of Consumers with Business Actors in the UUPK

1. Disadvantages of Reversal Burden of Proof

Reversing the burden of proof to establish accountability for misconduct is the same as establishing liability based on fault. On the other hand, if there is evidence of a mistake, the weight and duty of bringing a claim for compensation is on the party that is being sued (business actor). As a consequence, business actors are unable to demonstrate that there is not even the slightest possibility of error, then the plaintiff will be granted the claim for compensation that they have made. The plaintiff is still required to produce evidence of the damage they incurred as a result of the defendant's negligence (business actor) (Krisnawatia, 2019).

Absolute responsibility is required by consumer protection law because advancements in science and technology that are intended to improve human welfare also pose a high potential for danger and risk in the manufacturing process. This is completely accurate not only because of the nature of the products themselves (such as transportation and industry), but also because of the materials that are used in their production. The element of negligence is difficult to identify in this action because there is a high possibility that an incident will occur that would put other persons in danger, and it is hard to forecast and avert this occurrence by taking the conventional precautions that are often taken. As a result, if the doctrine of *res ipsa loquitur* (the doctrine that favors the victim) (Apriani, 2020, p. 403) and the principle of absolute responsibility (strict liability) is expected to be included in the UUPK and the doctrine of unlawful acts (Article 1365 of the Civil Code) to better protect consumers, the principle of reverse proof will be more advanced.

The reversal of the burden of guilt with the reversal of the burden of evidence is as follows: "The evidence of consumer losses due to destruction, damage, and/or consumption of products or services produced or exchanged must be demonstrated by business actors." Consumers must simply demonstrate

the facts that result from the loss. If business actors can provide evidence to the contrary, they are free from compensation.

The formulation of the concept of reversing the burden of evidence will clarify legal science authors' perceptions of whether there are flaws in the use of the reverse proof loading method in Indonesian consumer protection. The reason for the opinion that "there is a weak point in the application of the reverse evidence burden system in the UUPK is that the UUPK still uses the imposition of reverse evidence for all products produced that cause damage regardless of the goods consumed because of deficiencies or using materials that are harmful to the body and mind". In terms of regulation, UUPK has employed the presumption of neglect and presumption of responsibility with the burden of proof inverted, as well as the notion of responsibility based on errors. If they can demonstrate contrary, business actors may be free from compensation.

When the idea of absolute responsibility is implemented, consumers are still protected. The existence of the use of the principle of absolute responsibility, where responsibility is charged without error, will provide fulfillment of consumer rights in obtaining good services and/or products from business actors. If consumers receive defective services and/or products, they can demand accountability from business actors without the need to prove the element of guilt of the business actors.

The notion of absolute responsibility does not entail the elimination of protections for corporate actors; rather, it prioritizes the protection of consumers. In addition to meeting their commitments to deliver services and/or goods that are free of errors, fair and responsible business actors can limit the risk of financial loss when this occurs. Businesses can provide services and/or goods with insurance coverage. Consequently, it is unreasonable to stress that the implementation of the legislation controlling product responsibility, which is accompanied by absolute liability, is only focused on consumer interests. To guarantee that the Principle of Absolute Responsibility is enforced in Indonesia's consumer protection regulations, the government should adopt the steps outlined above when passing the legislation, so that customers who use a product are better protected.

2.Improving the nomenclature in UUPK using the Absolute Responsibility Principle

Absolute liability, also known as strict liability, is a concept that can also be found in the literature under the names stringent accountability and culpability without fault. Known as accountability without error since it does not take into consideration the possibility of mistakes in the evidence. The same may be said for absolute accountability and risk responsibility in terms of their underlying principles. The use of the term "fair liability" is significant because it places emphasis on the losses that have been incurred, the things that cause losses by disregarding conditions that are in violation of the law, and the errors that have been made by business actors who either bear the risk or are responsible for the losses that have been incurred (Krisnawatia, 2019).

The absolute accountability principles are designed to produce faulty products. For example, due to claims of loss from victims that are worth presenting to manufacturers that control the production process and who often employ product promotions to expand and dominate market share.

Based on the principle of absolute accountability, assumes that the evidence is borne by the plaintiff (the consumer), which proven as follows: (Krisnawatia, 2019)

1. There is a loss;
2. The fact that the product consumed is in a damaged state;
3. A causal relationship between a product defect and a loss.

This concept of absolute responsibility has been put into effect in the United States as a result of the accumulation of judgments and rulings from state courts. The Law Number 23 of 1997 governing Environmental Management in Indonesia is the only law in the country to have imposed total responsibility. Regarding the explanation of the various types of burden of proof for compensation in consumer disputes according to this discipline, the UUPK in Indonesia makes the following assertion in the explanation of Article 22: "the burden of the proof system applied is the burden of proof behind to prove whether there is an element of error in a criminal case", the burden of proof does not rule out the possibility of prosecutors doing evidence (Article 22 UUPK).

Article 22 seems to indicate that the UUPK exclusively imposes guilt responsibility by inverting the burden of evidence in criminal cases. Nevertheless, when interpreting the requirements of Article 19 paragraphs (1), (2), and (5) of Article 28, reversing the burden of evidence for allegations of guilt also applies to claims for compensation. In theory, the concept of reversal of the burden of proof is identical to the principle of error with reversal of the burden of proof and Article 28.

The legal rules of Article 19 paragraph 1, paragraph 2, and paragraph 5 of the UUPK in the form of an error stipulate that the burden of proof lies with business actors; this provision is consistent with the burden of proof in accordance with legal assumptions and loading theory based on applicable rules. If indeed the legislation specifies in the relevant article who must be ensnared, then the party named in the article must bear the burden. The provisions of the UUPK that reverse the burden of proof do not impede the ability of judges to file petitions. As a result of the absence of the concept of reversing the burden of proof, neither law enforcement nor those seeking justice understood the verification system. For instance, a consumer who makes a claim for compensation in court, if the basis of the action does not lead to the provisions of the principle of proof and the burden of proof mentioned in the UUPK, it will be adverse to those who do not prevail with evidence and will be dispersed (proof of risk). In contrast, judges who examine civil disputes are passive, simply means they do not set the scope of the dispute's subject matter. Judges are not permitted to add or delete. The Judge is bound by the disagreement filed by the parties, and the parties must demonstrate that they are not judges.

Thereby, it is vital to include the rule of law in the Article of the rule of law, since the statement of the rule of law is the law's perspective on how people should behave and act in line with the law. The phrasing of this legal rule may take the following form: (Krisnawatia, 2019)

- a. Hypothesis / conditional, which demonstrates the connection between conditions (cause) and certain outcomes (effect).
- b. Category, A category is a legal condition that does not indicate a connection between circumstances (cause) and outcomes (effect).

Absolute liability (Strict Liability) is a concept that is used in the law. If it is related with default in the framework of the UUPK, then the definition of strict liability is a mistake that is not based on an unlawful conduct in terms of the concept of duty. This is the same situation that occurs in a public litigation. As a direct consequence of these illegal conduct, private business actors are required to shoulder the responsibility of monetary damages. Existing flaws cannot be questioned any longer in accordance with the idea of absolute liability. Consumers who get injuries as a result of the negligence of business actors or as a result of faulty products, on the other hand, are obligated to hold business actors accountable for their actions since company actors are expected to be able to stop harmful things from occurring (Shidarta, 2006).

When it comes to putting the concept of responsibility into practice in Indonesia, there are three things that stand out as being extremely significant. To begin, it is essential to recognize that the implementation of the concept of entire responsibility in the context of the renewal and expansion of consumer protection laws is impacted by legal external variables. This is crucial to keep in mind from the

very beginning. The concept of total responsibility has been applied, first and primarily, in Indonesia to the cultural and structural features of the legal system, which are regarded to be fundamental factors of the legal system. Third, the concept of absolute responsibility for the depth or breadth of the material is regulated by the law (Widnyana et al., 2021).

Business actors who are accountable for these actions, which are governed in Article 19 of the UUPK, shall be liable for making up for any losses that consumers incur as a result of consuming traded products, causing pollution, or causing damage. If the business actor is in an unpleasant position because the consumer is in a weaker position than the business actor. When confronted with circumstances such as these, business actors will continue to make use of the services of legal specialists, notwithstanding the high cost of doing so. Nevertheless, the expressions of total responsibility principle and absolute liability principle are frequently used interchangeably, despite the fact that trained experts are able to tell the difference between the two (Shidarta, 2006).

According to the concept of strict liability, the deciding factor is not a factor in assessing fault. Force majeure, such as natural disasters, may be an exception to the exclusion rule. There are no exceptions to strict responsibility's liability criterion, and there are no exceptions to this rule. If somehow the subject is able to account for his activities because he has the same knowledge of what defines an error, and the phases of legal development reflect this grasp, then the subject may be held accountable for his actions. In terms of consumer accountability, breach of warranty and negligence are considered as more responsive.

Product liability or product responsibility occurs as a result of the modification of national economic law brought about by the incorporation of international legal institutions. Inequal responsibilities between producers and consumers give rise to product liability. Consumer orientation happens as a result of a shift in product marketing strategy due to the belief that manufacturers are no longer product-focused. The idea of strict liability (absolute responsibility) accepted is the responsibility of product liability owing to the manufacturer's product caution (Widijantoro, 1998).

Consumers who feel they have been unfairly treated as a result of the marketing of products by manufacturers of goods have the right to consumer protection laws that are founded on the concept of absolute liability. These laws are often carried out by commercial actors. Product liability is the applicable legal theory in this case since it best fits the circumstances. This concept states that the manufacturer is the party that will be held accountable in the event that a consumer incurs a loss as a direct result of the usage of a product that is being advertised and the service or product that is being utilized. In the event that a liability claim or warranty breach situation arises, there are three possible courses of action that might be taken. As an illustration, a product package could include a description that does not correlate to the specific characteristics of the product.

Conclusion

The reason for the establishment of UUPK was to ensure that consumers are protected in the exercise of their rights and the completion of their responsibilities. To achieve this goal, rules for the protection of consumers and business actors are established, with the notion of equality between business actors and consumers serving as the foundation for these guidelines. Unfortunately, in practice, the existence of UUPK is not yet capable of striking a balance between the positions held by business actors and consumers. This is due to the fact that the UUPK still employs a burden of proof scheme that works in reverse. Customers are obligated to be able to provide evidence that mistakes or flaws exist in the products or services that they have purchased from business actors. If the business actor can demonstrate that the loss was caused by the customer's actions, then the consumer is not eligible for compensation.

In a matter of fact, there are still certain flaws in the UUPK when it comes to the equal status of consumers and business actors, and these flaws may be solved by employing the principle of absolute responsibility. Because of this, the concept of the reverse burden of proof is no longer utilized, since it is still the role of the business actor to take responsibility for a defective product or service that has been obtained for the first time by a consumer. The use of absolute responsibility in the UUPK has the potential to offer fair legal protection for business actors and consumers alike. If this concept is followed, consumers will be able to exercise their rights to receive high-quality services and/or goods from the many actors in the business world. Consumers have the right to demand responsibility from business actors when they have received faulty services or products, but they are not required to establish that the business actors were guilty of any part of the crime. As for business actors, they are able to integrate the fulfillment of their responsibilities to customers, specifically providing good services and/or products free of defects, by minimizing the risk of financial losses related to service and/or product records. This helps them achieve a more harmonious relationship with their customers. Providing consumers with insurance policies is one way to accomplish this goal. The execution of this concept can be accomplished by drafting amendments to the UUPK's rules on the burden of reverse evidence, which would result in the assignment of responsibility to business actors without being reliant on fault.

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