



# Analysis of consumer protection system in improving expedition services from an Islamic perspective: A case study of insurance at J&T Express Medan

Fadillatunnisa<sup>1</sup>, Muhammad Lathief Ilhamy Nasution<sup>2</sup> <sup>(D)</sup> & Juliana Nasution<sup>2</sup> <sup>(D)</sup>

<sup>1</sup>Prodi Studi Asuransi Syariah (S1), Universitas Islam Negeri Sumatera Utara Medan, Medan, Indonesia <sup>2</sup>Prodi Studi Akuntansi Syariah (S1), Universitas Islam Negeri Sumatera Utara Medan, Medan, Indonesia

#### ABSTRACT

#### Introduction

As the economic landscape in Indonesia continues to evolve, there is a growing demand for shipping services. Nevertheless, from an Islamic perspective, research regarding insurance protection for shipped goods remains limited.

#### **Objectives**

This research aims to examine consumer protection in enhancing expedition services for the shipment of goods at J&T Express Medan, focusing on the forms of protection against delays, damages, and losses during delivery due to negligence in the shipment process, which results in losses for consumers.

#### Method

The research methodology employed is qualitative research with a descriptive approach. This study utilized both primary and secondary data.

#### Results

In the context of J&T Express's regular services, the service provider includes protections such as insurance and wooden packaging if deemed necessary by consumers to prevent damages and resultant losses during the shipment of goods. To ensure the safety of shipped items, J&T always offers insurance options for every item dispatched, especially for high-value items. Additionally, J&T Express provides packing services to guarantee the security and safety of the transported goods.

#### Implications

This research provided insights for sellers on whether they should opt for insurance protection or not based on the nature, fragility, and value of the items being shipped.

#### **Originality/Novelty**

This study contributes to insurance protection in the context of shipments from an Islamic perspective in Indonesia.

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#### Contact: Fadillatunnisa 🖂 fadilatunnisa0@gmail.com

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### INTRODUCTION

In Indonesia, the advancement of technology and information is rapidly growing, and Indonesia is one of the countries in Southeast Asia with significant digital technology growth. Nowadays, many things are shifting towards digitization or online-based platforms, such as online motorcycle taxis, online courses, online games, online schools, online cinemas, etc. Even conventional economic sectors like buying, selling, and payments are transitioning to digitalization (online). People are given significant opportunities to engage in buying and selling transactions. With online transactions, traders no longer need physical stores, and there's no need for physical contact or meetings between sellers and consumers (S. Azizah, 2018; Hidayah et al., 2023; Rafiah, 2019).

Indonesia is currently receiving considerable attention concerning regulations to create prosperity, ensuring a balance between businesses and consumers to foster prosperous and thriving communities. The government is responsible for supervising consumer protection to ensure consumer rights and business obligations are upheld, as stated in the Government Regulation of the Republic of Indonesia Number 58 of 2001 regarding Consumer Protection Supervision and Development. Article 1, Paragraph 7, mentions that the Community Self-Reliance Consumer Protection Agency (*Lembaga Perlindungan Konsumen Swadaya Masyarakat* abbreviated LPKSM in Bahasa Indonesia), is a non-governmental institution registered and recognized by the government, tasked with handling consumer protection activities (S. Azizah, 2018; Maharani & Darya Dzikra, 2021; Nurmahayani & Keneng, 2016).

Typically, an agreement between the service provider and the sender must occur before transportation is actualized. The transportation agreement is essentially similar to joint agreements, as stipulated in Article 1320 of the Civil Code regulating the validity requirements of a contract (Kumalasari & Ningsih, 2018; Syamsiah, 2021). Every company providing shipping services has insurance for the transported goods, including PT. Global Jet Express (J&T Express). The intended insurance service is to cover potential risks during shipping, such as damage or loss. The shipment insurance applied by J&T Express is crucial to ensure the safety of the goods being shipped, providing customers with comfort and alleviating concerns about potential risks during shipping. Before any risks arise, people always seek ways to avoid them, and one such method is through insurance.

This research aims to understand consumer protection in enhancing expedition services for parcel delivery at the J&T Express Medan, as a case study, and the form of protection in cases of delays, damages, or loss of goods during shipping due to negligence, resulting in consumer lossesThe agreement between businesses and consumers contains rights and obligations to be fulfilled and acquired by each party (Rustiana & Yuliawan, 2023). However, not all consumers who feel aggrieved receive proper accountability for their losses. Businesses often overlook service user rights. In this regard, service users are aware of their rights but hesitate to pursue them because they are unsure about the complaint procedures against service providers.

With contractual legal relationships between businesses and consumers, consumers can file complaints against businesses.

In this context, parcel delivery services (expeditions) hold significant potential for consumers, especially in shipping goods. However, with this great potential, many problems arise later, such as delays, damages, and loss due to negligence from the shipping service itself. With these problems come solutions, one of which is the protection of shipping, including insurance and safe packaging to prevent damage resulting in losses during shipment. What are the parcel delivery protection services at the J&T Express Medan, and what form of protection exists in case of delays, damages, or loss of goods during shipping due to negligence, resulting in losses to consumers, and how do consumers respond to protection using the J&T Express Medan insurance? . Furthermore, it also analyses Islamic perspective on consumer protection in expedition services for parcel delivery at the research subject.

## LITERATURE REVIEW

## **Consumer Protection**

# **Definition of Consumer Protection**

Consumer protection is a consequence and part of technological and industrial advancements, as the development of industrial products on one hand requires protection for consumers on the other (Rokan & Zulham, 2022). According to Article 1, paragraph 1 of the Republic of Indonesia Law Number 8 of 1999 concerning Consumer Protection, consumer protection is any effort that ensures legal certainty to provide protection to consumers (Nawi, 2018).

Consumer protection is crucial, considering the rapid advancement of science and technology, which is the driving force behind the productivity and efficiency of producers in their production of goods and/or services to achieve business goals. In pursuit of these goals, directly or indirectly, consumers generally feel the impact. Consumer protection is regulated by (Apandy et al., 2021; Fithri et al., 2021):

- a. Creating a consumer protection system that includes elements of access and information transparency, as well as ensuring legal certainty;
- b. Protecting the interests of consumers in particular and the interests of all business actors;
- c. Improving the quality of goods and services;
- d. Providing protection to consumers from deceptive and misleading business practices; and
- e. Integrating consumer protection organization, development, and regulation with other fields of protection.

# Forms of Consumer Protection in Online Purchasing According to the Law

1) Providing legal certainty for consumers and businesses in online purchasing.

Business offering products through electronic systems must provide complete and accurate information regarding contract terms, manufacturers, and the products offered (Rokfa et al., 2022; Setyawati et al., 2017). In this regard, complete and accurate

information includes: First, information containing the identity and legal status of subjects and their competence, whether as producers, suppliers, providers, or intermediaries. Second, other information explaining specific requirements for contract validity and describing the offered goods or services, such as names, addresses, and descriptions.

Regulation No. 82 of 2012 in Chapter IV on Electronic Transaction Management, Article 49 states that (Agusta, 2020; Ratnadewi, 2014):

- a. Business offering products through electronic systems must provide complete and accurate information regarding contract terms, manufacturers, and the products offered.
- b. Business must provide clarity on contract offers or advertisements.
- c. Business must set a time limit for consumers to return shipped goods if they do not meet the agreement or have hidden defects.
- d. Business must provide information about the delivered goods.
- e. Business cannot impose on consumers the obligation to pay for shipped goods without a contractual basis.

2) Imposing sanctions on businesses that harm consumers.

The party responsible for all legal consequences in electronic transaction execution is regulated in Article 21 paragraph (2). However, this provision does not apply if occurrences of coercion, error, or negligence by electronic system users (consumers) can be proven (Jayuska, 2016; Putra, 2015). The content of Article 21 paragraph (2) is as follows:

- a. If done individually, all legal consequences in electronic transaction execution become the responsibility of the parties transacting;
- b. If done through authorization, all legal consequences in electronic transaction execution become the responsibility of the authorizer; or
- c. If done through an Electronic Agent, all legal consequences in electronic transaction execution become the responsibility of the Electronic Agent provider.
- d. If the loss in an Electronic Transaction is caused by the failure of the Electronic Agent due to direct action by a third party against the Electronic System, all legal consequences become the responsibility of the Electronic Agent provider.
- e. If the loss in an Electronic Transaction is caused by the failure of the Electronic Agent due to negligence of the service user, all legal consequences become the responsibility of the service user.

# Protecting Consumer Rights and Obligations

Forms of consumer protection under Law No. 8 of 1999 concerning Consumer Protection are regulated in Chapter III regarding the rights and obligations of consumers and business actors, Chapter IV regarding prohibited actions for business actors, Chapter VI regarding the responsibilities of business actors, Chapter X regarding dispute resolution, and Chapter IX regarding the Community Self-Reliance Consumer Protection Institution. Generally, there are four fundamental consumer rights, namely: a. right to safety; b. right to information; c. right to choice; and d. right to be heard (Abdullah & Ramadhan, 2022; Sinaga & Sulisrudatin, 2018).

# **Parcel Delivery Services (Expedition)**

# **Definition of Parcel Delivery Services**

Parcel delivery services are profit organizations or companies engaged in the service sector of delivering goods (Iskandar & Hamdani, 2017; Yustika, 2022). Recently, parcel delivery services have become highly sought after by users due to their reliability and satisfaction. Parcel delivery refers to a series of activities involving the movement of goods or passengers from a loading place to a destination for unloading.

Parcel delivery from one place to another is conducted by a delivery service company, a business activity aimed at delivering or distributing products to recipients to achieve satisfaction by delivering the owner's goods to the intended place within a short period and at minimum cost. Delivery senders can be individuals or legal entities. Senders are the owners of the goods to be lifted or act as merchants in sales agreement with the recipient of the goods. Senders are those who meet certain criteria, including a. owners of goods who are parties to the agreement; b. paying transportation costs; and c. holding transportation documents (A. Muhammad, 2004; Nuswardhani & Izziyana, 2021).

# Legal Basis of Parcel Delivery Services

Article 88 of the Civil Code states that: "The carrier must bear the damage or loss of merchandise and goods after their shipment is borne by his fault or negligence". If the shipped goods are damaged, and it can be proven that there was an error or negligence on the part of the carrier when the goods were still in the carrier's possession, then the carrier can be sued to compensate for the resulting losses (Daming & Wibowo, 2021; Maulana et al., 2019).

## **Parcel Delivery Agreements**

The transportation agreement as a bilateral contract is a contract where the parties promise to do something, namely the sender is responsible for delivering the goods sent by the owner to the destination. Meanwhile, the owner of the goods agrees to pay the shipping costs to the sender as compensation for the service of delivering goods that has been or will be carried out by the sender (Aprita & Ismail, 2023; Setiawan, 2021; Setiawati et al., 2023).

## **Responsibilities of Parcel Delivery Services**

The parties in the transportation agreement are the carrier and the sender. The transportation agreement is reciprocal, meaning both parties have their own rights and obligations. The carrier's obligation is to deliver the goods or persons to the destination safely. Ideally, as the sender, one should be responsible for paying the agreed transportation fee. This then becomes the carrier's right. The sender's right is to receive the goods shipped in good condition (Aljufri, 2020; Moertiono, 2019; Susilo, 2015).

# **J&T Insurance**

## **Definition of J&T Insurance**

The term insurance, in its development in Indonesia, comes from the Dutch word *assurantie*, which later became *asuransi* in Bahasa Indonesian (Batubara, 2019; Hasibuan et al., 2024). Insurance is a risk insurance contract between the customer as the policyholder and the insurance company. Risk insurance is done by transferring the risks that may be suffered by the policyholder to the insurance company (Soemitra, 2015). J&T Insurance is a security guarantee service for product or goods shipments. Especially during the shipment process. From a cost perspective, the insurance will differ depending on the type of product or goods. Thus, each shipped item will have a different cost amount.

# **Terms & Conditions of Insurance**

- a. Items or documents with a value of more than 10 times the shipping cost must be accompanied by insurance.
- b. J&T is fully responsible for compensating losses if a package experiences damage, delay, or even loss due to negligence on the part of J&T.
- c. Guarantees include compensation if the shipped item experiences damage, loss, or other issues supported by evidence of negligence from J&T

# Types of Insurance Rates

- a. Maximum insurance cost is Rp 1 million.
- b. Maximum document insurance rate is Rp 100,000.
- c. Maximum compensation for damaged or lost items is Rp 20 million.
- d. Maximum compensation for damaged or lost documents is Rp 2 million.

# **Consumer Protection in Islamic Perspective**

Consumer protection is an essential principle in Islamic teachings, emphasizing justice, wisdom, and compassion towards others as a way to show devotion to Allah. In Islam, consumer protection comprises a range of obligations including moral, ethical, legal, and social responsibilities. Islam emphasizes the importance of justice in all aspects of life, including the interaction between producers and consumers. The notion of justice encompasses equitable pricing, high-quality goods and services, and transparent and truthful product information. In Islam, engaging in dishonest techniques, forgeries, or fraud in business dealings is strictly forbidden (M. Azizah, 2012; Kusuma, 2019; Uddin & Khan, 2014).

Furthermore, Islam places significant emphasis on the significance of upholding ethical standards in business. Sellers or manufacturers are obligated to conduct themselves with integrity, impartiality, and provide consumers with equitable treatment. According to religious doctrine, individuals who participate in dishonest business practices or deceive consumers will be subject to grave sin and ruin (Ali, 2014; Kazmi, 2016; M. Z. Muhammad et al., 2013). Furthermore, Islamic law emphasizes the importance of engaging state institutions and authority organizations in the implementation of consumer protection measures. The state has the responsibility of

enforcing legislation that safeguards consumer rights and deals with any breaches. These institutions facilitate the resolution of conflicts between customers and producers by employing equitable and transparent procedures (Aravik et al., 2021; Mahyudi, 2015; Sadr, 2016; Wilson, 2015).

Islam mandates that the community and consumers bear the burden of overseeing and reporting any infringements upon consumer rights. This can be accomplished by means of consumer associations or organizations that advocate for consumer rights. By working together, consumers may increase their knowledge of their rights and prevent damaging business practices (Imaniyati, 2001; Musataklima et al., 2023; Nola & Hakim, 2023). Furthermore, Islam promotes the inclusion of warranty and guarantee terms for purchased products. This approach promotes the correction of product flaws by manufacturers and holds them accountable for any damages experienced by consumers. Furthermore, it is imperative for merchants to furnish unambiguous details regarding the products and guarantee that the things being offered are secure and suitable for their designated use (Firmanda, 2017; Hidayat, 2006; Miharja, 2016).

Lastly, consumer protection in Islam includes the prevention of monopolistic or exploitative behaviors that are harmful to consumers. Islam upholds the principle of fair trade by promoting freedom in the marketplace, without allowing monopolies or pricing manipulation that can harm the market. In Islam, the act of hoarding commodities excessively to increase prices is regarded as a breach of consumer protection principles (Johan, 2015; Mauludin, 2021; Meirison & Nazar, 2021).

## METHOD

This research was conducted at the J&T Express Medan. The aim of this study was to determine whether the consumer protection system enhances expedition services for parcel delivery at the J&T Express Medan and the forms of protection in cases of delays, damages, or loss of goods during shipment due to negligence in the shipping process, resulting in losses to consumers. The data collected for this research consisted of primary and secondary data. Primary data refers to the type of data collected directly from primary sources through interviews, surveys, laboratory experiments, etc. In this study, interviews were conducted with employees of the J&T Express Medan, focusing on the services provided, protection measures in cases of delays, damages, or loss of goods, and consumers' responses to protection using insurance. Secondary data refers to data collected from previous reviews related to shipping service protection. Secondary data in this research was obtained from previous review data related to delivery service protection. The research method employed was qualitative research with a descriptive approach. Descriptive research investigates a condition, situation, or social event presented in the form of a research report (Arikunto, 2019; Rahmani, 2022).

# **RESULTS AND DISCUSSION**

### **Goods Delivery Service Protection with JNT Services and Customers**

### **J&T Regular Delivery**

Since its establishment in 2015, this delivery service has partnered with a wide variety of businesses including SMEs, marketplaces, and e-commerce platforms. Offering a range of products and services, it fulfills the delivery needs of various customers. Thanks to its significant contributions and continuous improvement efforts, the company was awarded the Top Brand Award in 2018. Given its relatively short time since inception, it's no surprise that it has steadily grown its customer base (MarketplusID, 2024).

J&T Regular is one of J&T's standard services and is widely used. Also known as J&T EZ, it enables shipping across all regions of Indonesia. J&T Regular offers faster delivery compared to similar services from other companies, excelling in punctuality and operational systems. A key factor is its centralized agent system, called Drop Point, which acts as an intermediary between shipping and package delivery (Muljana, 2023b).

Pricing for J&T Regular starts from IDR 5,000, varying with distance. Choosing this service means your shipped items are covered by insurance. Delivery estimates range from 2 to 7 working days, depending on the distance, with inter-island shipments potentially taking 3 to 7 days. This service covers all of Indonesia, allowing shipments to any location within the estimated delivery time (Yudizwara, 2023).

JNT Regular's shipping service includes item protection; in cases of damage or loss, JNT assumes responsibility, offering compensation up to ten times the shipping cost for items valued under IDR I million in full. However, in case of delays, J&T Express requests patience as the complaint process is underway to maximize resolution (Kumparan.com, 2023). J&T Regular also provides additional protections like insurance and wooden packing upon customer request to prevent damage during shipment. Shippers are responsible for securely packing items to avoid damages that could result in customer losses. To prevent losses, shippers should photograph or video the items being shipped as evidence in case of damage caused by the shipping service (Dewi et al., 2020; Pemasela et al., 2023).

## **J&T Express Delivery**

J&T Express is an IT-based company combining express shipping markets across cities, domestically, internationally, and for e-commerce business. Additionally, J&T Express offers convenient pick-up services and fast delivery to customers while supporting e-commerce business growth. Initially focused on the Indonesian expedition market, it gradually expanded across Southeast Asia. Officially starting operations in Indonesia on August 20, 2015, as PT. Global Jet Express, it opened its headquarters in Pluit, North Jakarta. As a new company in Indonesia, J&T has committed to meeting the public's needs with fast, comfortable, and reliable shipping services. Technological innovation is a key strength of the company, which provides

premium services at affordable prices without compromising on quality (Juwitasari et al., 2021; Ningrum, 2022).

A year after starting operations in Indonesia in 2016, J&T expanded its reach across the country without third-party intervention. The company's branches spread throughout Indonesia, indicating rapid growth in the shipping service industry. In 2017, J&T became the first brand in Indonesia to focus on online business, launching the slogan "Express Your Online Business." In 2018, it won the Top Brand Award 2018 and expanded to Southeast Asian countries like Malaysia and Vietnam. In 2019, J&T Express received the Go Asean Champion 2019 award and expanded to four Southeast Asian countries: the Philippines, Thailand, Singapore, and Cambodia. The rapid growth since its inception in Indonesia has increased public trust in J&T Express for shipping services (Nurvita, 2021; Putri, 2022).

In the shipping industry, packaging is a primary concern as it must protect items from damage due to impacts, scratches, or moisture. Safe and intact delivery requires proper packaging standards, ensuring the company can offer professional packing and shipping services to its customers. J&T Express provides packing services to ensure the safety and security of shipped items, catering to customers shipping items of various types, sizes, and shapes (Muljana, 2023a; Riskita, 2022). Professional staff and high-quality packing materials are used for packaging. J&T Express offers different packing materials, like bubble wrap, cardboard, and plastic wrap, to meet diverse packaging needs. By offering packing services, J&T Express ensures that items shipped by customers arrive safely and intact, thus enhancing customer trust in J&T Express shipping services. This service helps customers prepare their items for shipping, ensuring they are neatly and securely packaged to prevent damage during transit (Muljana, 2023a).

Packing costs at J&T Express start from IDR 5,000 for bubble wrap. For large packages requiring wooden packing, costs start from IDR 20,000. Customers only need to pay the determined shipping cost based on weight, dimensions, and destination. However, if customers request special packing materials or additional protections, extra fees may apply. J&T Express always offers insurance for shipped items, especially those of high value, to ensure their safety. In case of loss, damage, or misdelivery, both the shipper and recipient can receive compensation from J&T Express. Yet, many people opt out of insurance, possibly due to a lack of understanding or the perceived high cost of insurance (Muljana, 2023a).

For shipments not covered by insurance, J&T Express provides compensation up to ten times the shipping cost or the item's value, whichever is lower, with a maximum compensation of IDR 1,000,000 for non-document shipments. For documents, the maximum compensation is IDR 100,000. If insurance is used, the maximum compensation for lost or damaged items is IDR 20,000,000, based on the item's value, and IDR 2,000,000 for documents, based on the cost of producing new documents (J&T Express Indonesia, 2024; Novitasary, 2021).

# Forms of Protection for Goods Delivery Services at JNT Medan Branch in Cases of Delay, Damage, and Loss During Shipment

# **Protection Against Delivery Delays**

In instances of delivery delays, JNT does not offer compensation, as the losses can include non-material aspects. Ideally, businesses should take responsibility to minimize the impact on customers. The non-material losses experienced by customers due to delivery delays are currently not compensable. This stems from the business practice of fulfilling obligations through a standard contract, which includes limitations if the business fails to act as agreed, causing non-material losses. Such failures fall under breach of contract, for which compensation is tangible and based on the prior agreement in the contract, leaving no room for claims of non-material damages (Musyafah et al., 2018; Siregar et al., 2021).

Compensation for delays is limited to those resulting from employee negligence. No compensation is provided for force majeure events. Negligence by the delivery service staff is considered a breach of contract. A discrepancy in delivery times compared to what was agreed upon is sufficient to constitute a breach. Whether a delay constitutes a breach or a violation depends on the agreed-upon damages for such occurrences (Yunita et al., 2022).

This ensures fairness for both parties. According to Beauchamp and Bowie's six principles of distributive justice, a person is entitled to receive according to their rights, contributions, and services (Kusaimah, 2021; Suhartini, 2005). A sender is entitled to timely delivery based on the shipping fee paid. Conversely, the business is obligated to fulfill the sender's rights in accordance with their service, earning the right to the paid shipping fee as per the previously agreed contract. In cases of delay, the delivery service will inform about the delay, especially if it is due to a high volume of shipments, to parties like online sellers. Thus, in cases of delay, there is no material compensation, in line with the agreement (Hersanto et al., 2023; Permana & Priyanto, 2020).

# **Protection Against Damage During Shipment**

As per the service terms agreed by consumers during transactions, such as those on Shopee, compensation for damaged goods is provided upon submission of photo/video evidence of the received item's condition. However, the delivery company is not liable for losses experienced by consumers due to force majeure events, such as natural disasters, uprisings, or unexpected situations faced by the delivery service, which could legally void the agreement. According to Article 1338 of the Civil Code, the principle of contractual freedom includes the liberty to enter into or refrain from agreements and the freedom for parties to determine the contents and promises of their agreement, as long as it does not violate legal regulations or contradict laws. However, the legality of agreements, as mentioned in Article 1320 of the Civil Code, also depends on subjective requirements (mutual agreement and competence to contract) and objective requirements (a certain thing and a lawful cause).

Agreements failing to meet these requirements can be annulled or deemed legally void (Salsabillah & Iskandar, 2023).

Negligence leading to losses during goods transportation by a delivery company is the company's responsibility. Factors might include the delivery service's failure to fulfill responsibilities or lack of discipline in handling shipments. External factors like road conditions can also cause damage, necessitating efforts to mitigate such risks. Consumers experiencing losses due to delivery services can seek remedies as outlined in the Consumer Protection Act No. 8 of 1999, which guarantees rights to safety, compensation for promised damages, advocacy, and non-discriminatory treatment, among others (Jaya et al., 2020; Suprapti, 2016).

Consumer protection ensures legal certainty and guarantees for consumer rights. However, consumer awareness of their rights remains low, alongside a lack of attention to terms and conditions in online transactions and insufficient information provided by businesses to consumers unfamiliar with their rights. Compensation for damages is processed in accordance with the delivery company's policies (Doly, 2016; Veronica, 2017).

### **Protection Against Loss During Shipment**

In cases of loss due to the delivery service's negligence, the service will investigate the fault and, upon concluding the investigation, compensate the affected customers upon proof of shipment receipt, with only the sender being eligible for compensation (Nugraha et al., 2024; Pemasela et al., 2023). Interviews reveal that the delivery company fully assumes responsibility for losses caused by its negligence. Legal protection aligns with the Postal Law, under which the delivery service is obligated to provide compensation as stipulated by standard shipping terms. Consumer protection laws apply if an issue causes the sender to incur losses during shipping due to the delivery service's fault.

According to Article 19 of the Consumer Protection Act, aggrieved consumers can seek damages from the delivery company, which, if refused, can lead to legal action through the Consumer Dispute Settlement Agency or the judiciary. Article 45(2) states that consumer dispute resolution can occur in or out of court, based on voluntary party agreement. Legal protection for consumers who suffer losses due to the loss of goods involves both repressive and preventive legal measures. Repressive legal protection can include sanctions against businesses related to consumer losses (Nababan et al., 2021; Nangin, 2017). The quality control (QC) division investigates problematic packages, typically by creating a group to discuss and resolve issues related to the package. After investigation, if a loss is confirmed, QC determines liability and claims responsibility, accordingly, ensuring accountability for the investigative process.

#### **Consumer Responses to Using J&T Insurance Protection**

In exploring the use of insurance protection, out of 20 consumers I interviewed, only 7 sellers opted for insurance protection. Their decision to use insurance was based on several factors: the nature of the items being shipped, whether they were fragile, and

their value. Some sellers had never experienced damage or loss that resulted in financial loss, so they believed insurance protection was unnecessary for their shipments.

From the interviews, it's apparent that not all consumers using J&T Express Medan opt for insurance protection, as they perceive their items as not easily damaged or highly valuable. Regarding delivery delays, all 20 online sellers experienced delays at some point due to service overload at the courier or JNT itself. Some also faced delays due to incorrect address information. When discussing damage, out of the 20 online sellers interviewed, only 11 experienced damage to the packaging without harming the items themselves. Therefore, sellers did not encounter any losses in case of item damage since only the packaging was affected, not the items. Regarding loss, none of the 20 online sellers interviewed had ever lost a package since the items could be tracked.

The interviews suggest that while there are certain issues with J&T's delivery service, they don't typically result in financial losses for the sender or consumer. According to the consumers, some used J&T's regular and express delivery services based on the destination area and the nature of the items being sent. Some fashion retailers chose J&T services based on buyer requests, while others preferred J&T for their shipping needs. According to several consumers, regular and express services offer adequate protection, noting that they hadn't faced issues like loss or damage. However, in instances of delivery delays, online sellers would inquire about the delay with J&T, which would then communicate any delays. Some food vendors preferred using J&T Express for faster delivery, opting for additional protection like insurance to safeguard against potential risks during shipment.

## Islamic Perspective on Consumer Protection by J&T Express Medan

In most cases, J&T Express Medan has carried out its delivery services in a manner that follows the legislation that is in effect. It is also the responsibility of J&T Express Medan to protect consumer products while they are being delivered and to take responsibility for any damage or loss that may occur. Considering this, it is possible to assert that J&T Express Medan has acted in a manner that is consistent with Islamic teachings by adhering to the values of justice and honesty in the operation of the expedition business.

In addition to this, the high degree of customer confidence that is shown in the act of entrusting goods missions to J&T Express Medan is a sign of the level of happiness that consumers have with the services that they have received from the firm. That being the case, J&T Express Medan can ensure the happiness of its customers, which is an essential principle for an Islamic business. The excursion company that J&T Express Medan operates is likewise conducted in accordance with the regulations that are in effect in Indonesia. An evidence of obedience to the government, which is also an important principle for a firm in Islam, is demonstrated by this.

#### CONCLUSION

From the previous discussion, it is concluded that in the J&T Express Medan' regular service, the courier also offers protections such as insurance and wooden packing if required by consumers to prevent damage that could result in losses for the sender. Meanwhile, J&T Express Medan's delivery service includes onsite package pickup and fast delivery to customers, simultaneously supporting e-commerce business development. J&T Express Medan provides packing services to ensure the safety and security of the items being shipped. Additionally, J&T Express Medan always offers insurance payment for every item shipped, especially for high-value items.

In the event of delays, the courier service will inform about the shipping delays when there is a high volume of shipments, so the courier will notify the sender, such as the consumer, about any delays. Thus, in cases of delayed items, no material responsibility is provided, per the agreement. Consumer protection efforts guarantee legal certainty to provide consumer protection. However, consumer awareness of their rights is still weak, and there is a lack of engagement with the terms and conditions in online transactions and minimal information provided by businesses to consumers who do not understand their rights as consumers. Compensation for damaged goods will be processed in accordance with the courier service's policies.

From the interviews, it can be concluded that not all consumers using J&T Express Medan opt for insurance protection, as they believe the items shipped are not easily damaged and are not expensive. From the above interviews, it is concluded that the protection of goods shipment in J&T Express Medan is adequate. However, there are specific issues that do not result in losses for the sender or consumer.

This study can yield some recommendations. J&T Express Medan Customer Service can enhance the quality of service to shippers; with good service and professional work, shippers will feel truly satisfied. This will reduce the level of dissatisfaction and further improve the protection of shipped goods so that online sellers and other senders do not feel aggrieved. J&T Express Medan's consumers should always pay attention to the packages being sent through J&T Express Medan because the responsibility is not only on J&T Express Medan but also on the role of consumers, which affects the extent of package damage. Additionally, consumers should always stay updated on the status of their shipped items so that packages can be tracked and arrive at their destination within the estimated time set by J&T Express Medan.

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Data curation	F., M.L.I.N., & J.N.	Software	F., M.L.I.N., & J.N.
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Methodology	F., M.L.I.N., & J.N.	Writing – original draft	F., M.L.I.N., & J.N.

# **Author Contributions**

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Project administration	F., M.L.I.N., & J.N.	Writing –	review	&	F., M.L.I.N., & J.N.
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#### **Informed Consent Statement**

Informed consent was obtained before respondents answered the questions.

#### **Data Availability Statement**

The data presented in this study are available on request from the corresponding author.

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#### **Conflicts of Interest**

The authors declare no conflicts of interest.

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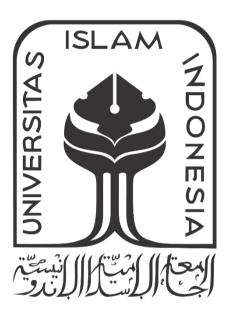
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