INTERNATIONAL JOURNAL OF MULTIDISCIPLINARY RESEARCH AND ANALYSIS

ISSN(print): 2643-9840, ISSN(online): 2643-9875

Volume 09 Issue 10 October 2026

DOI: 10.47191/ijmra/v9-i10-29, Impact Factor: 8.685

Page No. 6746-6756

Platform Liability and Consumer Redress for Loss and Damage in GoSend Delivery Services in Indonesia

Ni Putu Anggelina Prattiwi

Faculty of Law, Universitas Warmadewa, Indonesia

ABSTRACT: App-based courier services have changed the legal architecture of consumer transactions because the consumer no longer deals with a single visible carrier. A delivery order is created through an electronic interface, performed by a delivery-service provider and its courier partner, and may be accompanied by insurance supplied by another entity. This article examines how responsibility should be allocated when goods sent through GoSend are lost, damaged, delayed, or not delivered. The study employs normative legal research using statutory, conceptual, and document-based approaches. Primary materials include Indonesia's Consumer Protection Law, the road-transportation framework, the electronic-transactions regime, Government Regulation No. 80 of 2019 on Electronic Commerce, and the GoSend terms and insurance information available to users. The analysis finds that contractual segmentation inside a digital ecosystem cannot automatically eliminate statutory consumer protection. Insurance can improve recovery but should operate as an additional layer of protection rather than a substitute for the responsibility of a business actor whose conduct, system design, representation, or service failure contributes to consumer loss. Standard clauses must also be assessed against the prohibition on clauses that transfer business responsibility or are difficult for consumers to understand. A proportionate liability model is therefore proposed: responsibility should follow each actor's actual control, contractual promise, informational role, and causal contribution, while the platform should provide integrated complaint handling, preservation of electronic evidence, and accessible redress. The model offers a clearer basis for consumer protection in Indonesia's increasingly platform-mediated delivery market.

KEYWORDS: consumer protection; digital platform; courier liability; GoSend; electronic contract; insurance

I. INTRODUCTION

Digital platforms have compressed activities that were once legally and operationally separated. Ordering, matching, payment, location tracking, communication, and complaint submission can now occur inside one application. For consumers, this creates an impression of a single service environment even when the legal documents divide performance among several entities. That divergence between the user experience and the contractual architecture is central to contemporary consumer law. A consumer who hands a parcel to a courier ordinarily expects the parcel to reach the named recipient in substantially the same condition. When the parcel is lost, damaged, exchanged, or materially delayed, the first legal question is not only who physically handled the goods, but also which actors participated in designing, offering, controlling, and monetising the service. The uploaded research draft identifies these familiar risks in GoSend transactions and frames them as a question of business responsibility and consumer protection. [2], [8]

The importance of transportation in Indonesia is not confined to mobility of persons. Goods movement sustains trade, employment, education, household consumption, and small business activity. Road transport is particularly important in densely populated urban areas, where motorcycles can offer speed and flexibility for small parcels. Government Regulation No. 74 of 2014 recognises road transportation of goods and, subject to technical requirements, permits the use of vehicle types other than goods vehicles in specified circumstances; the regulation remains in force as amended by Government Regulation No. 30 of 2021. [3], [4] App-based delivery builds on this physical infrastructure but adds a digital contracting layer. The result is not merely an 'online ojek'. It is a coordinated transaction in which software determines matching, records instructions, calculates price, creates electronic traces, and structures the route through which complaints are processed.

The growth of same-day and instant delivery also changes the consumer's risk profile. Conventional shipment documentation may be relatively visible: a consignment note identifies the carrier, route, declared value, and contractual terms. In an application,

those elements are distributed across screens, hyperlinks, help-centre articles, push notifications, and standard terms that may be updated periodically. The transaction is therefore convenient but legally dense. A user can complete an order in seconds without appreciating the distinction between the application operator, a designated delivery-service provider, the courier partner, and an insurer. This asymmetry matters because consumer law is not concerned only with whether a contract technically exists. It is also concerned with clear information, fair terms, safety, effective complaints, and meaningful redress. [2], [7], [16]

Indonesia's Consumer Protection Law, Law No. 8 of 1999, provides the core normative baseline. Consumers are entitled, among other things, to safety and comfort, correct and honest information, the opportunity to have complaints heard, and compensation when goods or services do not conform to the agreement or are not provided as they should be. [2] The statute also regulates standard clauses and business liability. This framework is especially relevant where a digital service is offered on a take-it-or-leave-it basis, because the consumer ordinarily cannot negotiate the allocation of risk. Article 18 prohibits certain standard clauses, including clauses that transfer a business actor's responsibility, and requires clauses to be presented in a manner that can be seen, read, and understood. Article 19 establishes responsibility for compensation for consumer loss arising from goods or services produced or traded by a business actor, subject to the statutory defence that the loss was caused by the consumer. [2]

Electronic commerce law adds another layer. Government Regulation No. 80 of 2019 treats electronic commerce as subject to the same broad objectives as conventional trade while recognising the special role of electronic intermediaries. Its explanatory material stresses legality, transparency, protection of consumer rights, and responsibility that may be joint and/or proportional according to each party's function and role in the electronic system. [7] This idea is particularly useful for app-based delivery. It avoids two extremes: treating the platform as automatically liable for every physical mishap, or treating it as legally irrelevant simply because a courier partner physically carried the parcel. A proportional approach instead asks what the platform promised, controlled, represented, and could reasonably prevent.

Current GoSend terms illustrate the problem. The terms updated on 10 October 2025 define GoSend as a goods-handling and delivery service supplied by a designated delivery-service provider through the Gojek environment. They also state that the service provider collaborates with Gojek and a third-party insurer for parcel protection. At the same time, the terms contain language under which Gojek undertakes best efforts to help connect the user and the relevant delivery partner when a problem occurs, while stating that it has no obligation regarding disputes between them. [8] This contractual drafting does not, by itself, answer the statutory question. Consumer law may require scrutiny of whether a disclaimer operates as an impermissible transfer of responsibility, especially where the platform's own conduct or system design contributes to the loss.

Insurance further complicates the analysis. According to the current GoSend help information, eligible parcels obtain a baseline layer of coverage and users may choose higher protection tiers; transactions through certain e-commerce partners can have different coverage limits. [9] Insurance is beneficial because it can provide an administratively simpler route to monetary recovery. Yet the availability of insurance does not necessarily determine who is legally responsible for a service failure. The insurance contract concerns risk financing, while consumer liability concerns the legal obligations of actors who offer, organise, or perform the service. Conflating the two can create a practical gap: a consumer may be told that a claim is excluded under insurance terms even though the underlying facts may still support a statutory or contractual claim against another business actor.

Earlier Indonesian scholarship has examined lost goods, insurance, and consumer protection in GoSend transactions. Mahfiroh analysed legal protection for goods sent through GoSend Instant Courier in a marketplace setting; Pasaribu, Siallagan, and Debora examined freight insurance; Mahadewi and colleagues discussed responsibility for lost goods; and Nur addressed carrier responsibility for consumer parcels. [11]-[14] These studies establish that the issue is not new. However, the service ecosystem, corporate terms, insurance products, and Indonesia's digital-commerce regulation have continued to evolve. A current analysis should therefore move beyond a binary 'Gojek versus driver' framing and examine responsibility by reference to actual function, consumer-facing representation, contractual control, and causal contribution.

This article addresses two questions. First, how should legal responsibility for loss and damage in GoSend delivery transactions be allocated among the consumer, the platform environment, the delivery-service provider and courier partner, and the insurer? Second, what model of consumer redress is most consistent with Indonesian consumer law and contemporary principles of digital-commerce protection? The article argues that a proportionate and function-based model offers the clearest answer. The platform should not be presumed to be the carrier in every transaction, but neither should it be able to rely on contractual segmentation where its own representations, system functions, complaint architecture, or statutory duties are materially connected to the consumer's loss.

II. RESEARCH METHOD

This research uses a normative legal method. The object of analysis is the set of legal norms governing consumer protection, road transportation, electronic transactions, electronic commerce, standard contracts, and the contractual terms governing GoSend. The statutory approach is used to identify binding rules and the relationship among them. The conceptual approach is used to examine platform responsibility, carrier responsibility, standard-clause control, causal attribution, and the distinction between liability and insurance. A document approach is used to analyse the GoSend Terms of Use and current help-centre materials that communicate parcel restrictions, insurance protection, and complaint pathways to users. [2]-[10]

Primary legal materials include Law No. 8 of 1999 on Consumer Protection, Law No. 22 of 2009 on Road Traffic and Transportation, Government Regulation No. 74 of 2014 on Road Transportation as amended, Law No. 11 of 2008 on Electronic Information and Transactions as amended most recently by Law No. 1 of 2024, Government Regulation No. 71 of 2019 on Electronic Systems and Transactions, and Government Regulation No. 80 of 2019 on Electronic Commerce. [2]-[7] The Civil Code is used as a general private-law background for breach of obligation and unlawful acts where relevant. Secondary materials include Indonesian scholarship on GoSend and platform liability, as well as OECD, United Nations, and ASEAN consumer-protection instruments. [11]-[23]

The analysis is qualitative and prescriptive rather than statistical. It does not attempt to calculate the frequency of parcel loss or to infer negligence from anecdotal complaints. Instead, it identifies legally relevant relationships and tests contractual risk allocation against mandatory consumer-protection norms. The current GoSend terms and insurance information are treated as service documents whose content may change; accordingly, time-sensitive features such as coverage levels and prohibited-goods lists are described as they appeared at the time of this research and are not assumed to be permanent. This distinction is important for methodological honesty because a normative conclusion should not depend on a commercial term that the provider may later revise.

The final stage of analysis uses a functional attribution test. Four variables are considered: control, representation, causation, and remedial capacity. Control asks which actor could shape the relevant process. Representation asks what the consumer was reasonably told about the service and the identity of the provider. Causation asks whose act, omission, system failure, or breach contributed to the loss. Remedial capacity asks which actor possesses the transaction records, payment data, tracking logs, complaint interface, and practical ability to provide redress. This framework is consistent with the proportional-responsibility language reflected in Indonesia's electronic-commerce regulation and with international guidance that online consumers should receive protection no weaker than consumers in conventional commerce. [7], [18]-[20]

III. RESULTS AND DISCUSSION

A. The Legal Character of an App-Based Courier Transaction

The legal character of a GoSend transaction cannot be captured adequately by a single label. At the physical level, it is the transportation of goods from a sender to a recipient. At the contractual level, it is initiated through an electronic interface and governed by standard terms. At the technological level, the application performs matching, pricing, tracking, messaging, payment integration, identity display, and complaint routing. At the risk-management level, insurance may be attached to the transaction. These layers overlap in one consumer experience. A legal analysis that isolates only the courier's physical possession of the parcel misses the degree to which other actors determine whether the service can be ordered, monitored, documented, and remedied.

The GoSend terms expressly identify a delivery-service provider as the entity supplying the delivery service through GoSend. [8] That wording is legally important because it clarifies that the platform environment and the carrier function are not necessarily identical. Nevertheless, the consumer enters through the branded application, receives the calculated price through that interface, receives the assigned courier information there, and uses the same digital environment to monitor the transaction and seek help. The platform therefore performs more than a passive bulletin-board function. It is part of the transaction infrastructure and is the principal information gate through which the consumer understands the service.

This distinction suggests that liability should be issue-specific. If a parcel is physically damaged because a courier handles it negligently, the delivery-service provider and the relevant courier relationship become central. If the consumer suffers loss because the application incorrectly records an address, fails to transmit the parcel description, charges for a protection product that is not activated, or presents materially misleading information about coverage, the platform's own functions are more directly implicated. If an insurer rejects a claim contrary to the insurance contract, that dispute may primarily concern the insurer. The same transaction can therefore contain several legally distinct failures, and responsibility can attach to different actors for different reasons.

The Civil Code provides the general private-law vocabulary of obligation, breach, fault, and compensation. Consumer law then adds mandatory protections to correct the bargaining asymmetry between business and consumer. This sequencing matters. A digital platform cannot reduce a statutory consumer right merely by describing itself narrowly in a contract. Conversely, consumer law does not justify imposing unlimited responsibility on an entity for events outside its legal duty and causal control. The correct task is to identify the specific duty breached and the actor to whom the duty belongs.

Table I. Principal Legal Materials and Their Relevance

Legal Material	Core Function	Relevance to GoSend Loss or Damage
Law No. 8/1999	Consumer rights, standard clauses, compensation, dispute settlement	Tests contractual disclaimers and provides a statutory basis for redress.
Law No. 22/2009 and PP No. 74/2014 as amended	Road transportation and carriage framework	Provides the physical-transport regulatory background for goods delivery.
ITE Law as amended and PP No. 71/2019	Electronic systems, transactions, and electronic evidence	Supports legal recognition of app-based records and electronic contracting.
PP No. 80/2019	Electronic commerce and intermediary responsibility	Supports function-based and proportional responsibility in digital transactions.
GoSend Terms and Insurance Information	Contractual roles, parcel rules, complaint and insurance mechanisms	Defines service architecture but remains subject to mandatory law.

B. Allocation of Roles Among the Consumer, Platform, Delivery Provider, Courier, and Insurer

A function-based allocation begins with the consumer. The user controls important facts that other actors cannot independently know at the time of booking: the nature of the goods, the declared description, the address, contact details, and packaging choices. GoSend's current terms require complete and accurate information about pickup, destination, and the goods and also impose restrictions on prohibited, extraordinary, or oversized items. [8], [10] These obligations are legally relevant because consumer fault can affect liability. Article 19 paragraph (5) of the Consumer Protection Law recognises a defence where the business actor can prove that the loss resulted from the consumer's fault. [2] A claimant who misdescribes fragile goods, conceals a prohibited item, or provides a materially incorrect address may therefore face a different allocation of responsibility from a consumer who fully follows the service instructions.

The courier partner exercises immediate physical control after taking possession. That makes handling, route conduct, custody, and delivery verification central to the courier's factual role. Yet the courier usually acts within an organised service architecture. The legal consequences of the courier's conduct depend on the relationship between the courier and the designated delivery-service provider, including agency, partnership, contractual allocation, and applicable transportation rules. The consumer should not be expected to reconstruct internal commercial arrangements before filing a complaint. The entity that offers the delivery service should maintain an accessible mechanism for tracing the responsible actor and resolving the claim.

The delivery-service provider has a broader operational role. Under the current GoSend terms, the provider supplies the goods-handling and delivery service and may be PT Antar Makanan Anak Bangsa or another appointed or cooperating provider. [8] From a consumer-law perspective, this role is significant because it connects the individual courier's performance to an organised commercial service. Where loss results from inadequate handling standards, deficient operational supervision, wrongful delivery, or failure to perform the promised carriage, the delivery provider is a natural focus of contractual and statutory responsibility.

The platform environment has a different form of control. It determines how the consumer encounters the service, which terms are presented, how price and service categories appear, how the courier is matched, which transaction records are retained, and how help requests are routed. These functions can generate independent duties. For example, if the platform communicates that a parcel has specified protection, collects a protection fee, or displays a claim path, the accuracy and accessibility of that information are not merely incidental. The platform's liability should correspond to its own conduct and to the statutory obligations applicable to electronic commerce and consumer-facing digital services. This is consistent with the idea that intermediaries may bear proportional responsibility according to function and role. [7]

The insurer occupies yet another position. Insurance transfers a defined financial risk in exchange for the conditions established in the policy or protection terms. GoSend's current materials state that insurance is provided through cooperation with a third-party insurance provider and that Gojek or the delivery provider is not the insurer's agent or representative in the insurance contract. [8], [9] That separation is conceptually sound, but it does not mean that every claim involving an insured parcel

becomes exclusively an insurance dispute. If the claim is denied because the parcel falls outside the policy, the consumer may still have a separate claim for breach or negligence against the actor who caused the loss. If the problem is a misleading description of the protection product, the actor responsible for that representation may also be relevant.

This multi-actor structure is common in digital markets. The OECD recommendation on consumer protection in e-commerce emphasises fair practices, clear information, dispute resolution, and protection against unfair contract terms. [18] ASEAN guidance similarly treats e-commerce consumer protection as a shared institutional challenge and encourages frameworks that address the responsibilities of online businesses and intermediaries. [16] These instruments are not substitutes for Indonesian law, but they reinforce a practical point: legal responsibility should follow actual participation in the transaction rather than the vocabulary chosen by a standard contract alone.

C. Consumer Loss and Statutory Liability Under the Consumer Protection Law

The Consumer Protection Law is especially important because it supplies rights that exist independently of the platform's preferred description of the transaction. Article 4 protects the consumer's rights to comfort, security and safety; correct, clear and honest information; the opportunity to be heard; proper dispute resolution; and compensation or replacement when the goods or services received do not conform to the agreement. [2] In the context of parcel delivery, these rights translate into concrete expectations: accurate service information, reasonable custody of the goods, a traceable transaction, responsive complaint handling, and a remedy when the promised service is not performed properly.

Article 19 provides that a business actor is responsible for compensation for damage, pollution, and/or consumer loss caused by goods or services that it produces or trades. Compensation may take the form of a refund, replacement with equivalent goods or services, healthcare, or other compensation in accordance with applicable law. The statute also recognises that the business actor can avoid liability when it proves consumer fault. [2] For delivery services, this creates a framework closer to accountable service performance than to a purely fault-heavy model in which the consumer must prove every internal operational detail. The person who controls the delivery records, courier data, route logs, and system information is usually better placed to explain what happened.

Article 28 strengthens that logic by allocating the burden of proving the existence or absence of fault in claims under the relevant liability provisions to the business actor. [2] This does not eliminate the consumer's need to establish a plausible transaction and loss. The consumer should preserve the order record, parcel description, purchase invoice where available, photographs, chat records, tracking information, and complaint history. Once a credible loss is shown, however, a business that controls the operational evidence should not be able to defeat the claim simply by requiring the consumer to prove facts hidden inside the service system.

A key issue is identifying which entity qualifies as the relevant business actor for a particular failure. The definition should not be resolved through branding alone. The designated delivery provider clearly conducts a commercial service. The platform operator also conducts business activity and may have independent obligations when it provides the electronic system, makes representations, or structures the transaction. The correct analysis therefore separates the heads of loss. Physical loss of a parcel may point to the carrier function. Misleading protection information may point to the information-provider function. Failure to process a paid insurance feature may point to the platform or insurer depending on the cause. An inaccessible or ineffective complaint mechanism may create a further service failure. This differentiated analysis is more precise than declaring one party responsible for everything.

The seven-day language in Article 19 paragraph (3) should also be understood in its statutory context. It reflects the legislature's intention that compensation be prompt. [2] Digital delivery services are capable of acting quickly because the transaction is electronically recorded and the identities of the relevant participants are already linked to the order. A modern complaint system should therefore be designed to preserve evidence immediately, acknowledge the complaint, freeze relevant logs, and provide a reasoned resolution within a transparent timeframe. Long internal referral chains are difficult to reconcile with the consumer-protection objective of effective redress.

Where a business refuses to respond or fails to provide compensation, Article 23 permits the consumer to bring the dispute before a consumer dispute settlement body or the court at the consumer's domicile, while Article 45 recognises both judicial and non-judicial routes. [2] These provisions are important for platform transactions because the consumer may otherwise be directed through several private customer-service layers without clear information about formal remedies. Private complaint handling is useful, but it should not be presented as the exclusive legal route when statutory dispute mechanisms remain available.

D. Standard Clauses, Risk Allocation, and the Limits of Contractual Disclaimers

Standard terms are unavoidable in mass digital services. The legal question is not whether a platform may use standard clauses, but whether particular clauses unfairly remove rights that mandatory law protects. Article 18 of the Consumer Protection Law

prohibits clauses that transfer the responsibility of a business actor and also prohibits clauses that are difficult to see, read, or understand. Clauses falling within the statutory prohibition are void by operation of law. [2] The provision reflects a basic asymmetry: the consumer clicks acceptance, but the business designs the entire contractual environment and can update it at scale.

The current GoSend terms contain a clause stating that when the user experiences a loss or problem, Gojek will use best efforts to help connect the user with the relevant delivery-service partner in seeking a solution. The same section states that Gojek has no obligation concerning disputes between the user and the partner. [8] Whether that wording is enforceable in a particular dispute depends on the claim. If the alleged breach concerns only a courier's independent physical conduct and the platform performed all of its own duties, a limitation may have greater force. If the claim concerns the platform's own representation, system failure, payment handling, insurance selection, or complaint process, a blanket disclaimer should not be read to extinguish responsibility that consumer law attaches to the platform's own conduct.

This distinction can be expressed as the 'non-transfer principle'. A contract may allocate operational tasks, but it should not be used to transfer away a statutory responsibility that belongs to the actor because of what that actor itself does. The principle preserves contractual freedom without allowing form to defeat substance. It also avoids overreach. The platform is not made a guarantor of every parcel merely because it supplies the application; rather, it remains accountable for duties arising from its own role. The delivery provider remains accountable for carriage duties arising from its role. The insurer remains accountable for the insurance promise. The consumer remains accountable for truthful declarations and reasonable compliance with parcel rules.

Transparency is equally important. In a digital interface, a term can be technically available yet functionally invisible. Consumers may encounter several layers of hyperlinks before reaching exclusions, claim deadlines, or prohibited-goods lists. International guidance increasingly treats prominent disclosure and intelligibility as core elements of e-commerce consumer protection. The OECD recommendation states that businesses should not hide or misrepresent terms likely to affect transactional decisions and should not use unfair contract terms. [18] The United Nations Guidelines similarly call for consumer protection in e-commerce that is no less effective than in other forms of commerce. [19], [20] These principles support a reading of Article 18 that focuses on real comprehensibility, not merely formal publication.

A stronger design would present the most important risk terms at the moment they matter. Before payment, the interface could show the identity of the delivery provider, the selected service category, the key prohibited-item rules, the default insurance limit, any additional protection purchased, and the essential claim deadline. After pickup, the system could preserve a transaction snapshot containing those terms as they existed at booking. Such a snapshot would reduce later disputes about which version of the terms applied and would improve the evidentiary position of both the consumer and the business.

E. Insurance as Complementary Protection, Not a Substitute for Liability

Insurance is one of the strongest consumer-facing features in modern delivery services because it can convert uncertain litigation into a structured claims process. Current GoSend information states that users receive baseline protection for eligible goods and may purchase higher tiers, while e-commerce partner transactions can have a different maximum coverage. [9] The service also imposes conditions, including accurate parcel description and exclusion of certain prohibited or extraordinary goods. [8]-[10] These requirements are understandable from an insurance perspective: the insurer must be able to identify the risk being covered and price or exclude unusually uncertain categories.

The legal difficulty arises when insurance is treated as if it were the entire remedy. An insurance policy answers a specific question: whether a defined insured event falls within the agreed coverage. Consumer liability answers a different question: whether a business actor failed to perform a statutory or contractual duty and thereby caused loss. The answers can diverge. A fragile item may be excluded from insurance, yet if a delivery provider accepted it after being correctly informed and then handled it contrary to an express service promise, contractual questions may remain. Conversely, a parcel may be insured and paid without establishing wrongdoing by the carrier. Insurance payment and liability are therefore related but conceptually distinct.

This distinction matters for subrogation and incentives as well. If insurance always replaces business responsibility, the actor best positioned to prevent loss may face weaker incentives to improve handling, verification, or system design. A better arrangement allows insurance to provide quick consumer compensation while preserving rights of recourse among commercial actors according to the insurance contract and applicable law. From the consumer's viewpoint, the internal reimbursement pathway should not become a barrier to prompt recovery. The consumer should not have to determine whether the insurer, carrier, courier partner, or platform ultimately bears the economic cost before obtaining an initial response.

The current insurance structure also demonstrates why clear declarations are essential. GoSend asks the user to describe the item in sufficient detail, and current help information states that the description may affect the coverage calculation. [9] This is a legitimate anti-fraud and valuation mechanism, but the interface should make the consequence clear at the point of entry. If a

generic description such as 'electronics' can materially reduce coverage compared with a detailed description, the application should explain that before the user confirms the order. Consumer responsibility is most defensible when the consumer has been given clear, timely information about what is required and why it matters.

A legally coherent model therefore treats insurance as Layer 1 of redress, not the whole system. Layer 1 is rapid insurance or service compensation where the claim fits published criteria. Layer 2 is internal review for contested claims, with access to the order record and a reasoned explanation. Layer 3 is statutory dispute resolution through the consumer dispute mechanism or the courts where the consumer challenges the legal allocation of responsibility. This tiered design combines speed with legal accountability and aligns with ASEAN's increasing emphasis on accessible online dispute resolution for e-commerce. [17]

F. Electronic Evidence, Proof, and the Duty to Preserve Transaction Records

App-based delivery produces unusually rich evidence. The transaction may generate order identifiers, timestamps, GPS traces, pickup and destination data, price calculations, payment records, courier assignment records, photographs, chat messages, call metadata, claim forms, and internal support notes. Indonesia's electronic-transactions framework recognises electronic information and electronic documents as legally significant evidence subject to the statutory requirements. [5], [6] The existence of this data should make dispute resolution more accurate, but only if the records are preserved and made meaningfully accessible when a dispute arises.

Information asymmetry is especially acute after a parcel goes missing. The consumer may know only that the driver collected the parcel and that the application later stopped showing useful progress. The platform and delivery provider may possess additional information about device identifiers, routing, driver status, location pings, cancellation events, contact attempts, or account actions. Because those records are within business control, a fair process should require prompt preservation once a complaint is filed. Deletion through ordinary retention cycles after notice of a dispute can undermine both consumer redress and the business's ability to defend itself.

The burden-of-proof structure in consumer law reinforces this need. Article 28 places the burden regarding fault on the business actor in specified compensation claims. [2] A business cannot discharge that burden credibly if its own systems fail to retain the records necessary to explain the transaction. Record preservation should therefore be treated not only as an IT practice but also as part of legal compliance. At minimum, the consumer should be able to obtain a transaction summary, the status history, proof of pickup, proof of delivery where claimed, the applicable terms snapshot, and the outcome of any internal investigation, subject to legitimate privacy and security restrictions.

Electronic evidence can also protect couriers. A driver wrongly accused of loss may be able to show geolocation, delivery photo, recipient confirmation, or chat records. A transparent evidence process therefore benefits all participants. It reduces the temptation to resolve disputes through unsupported blame and encourages decisions based on objective transaction data. This is especially important in gig-economy settings where an adverse internal decision can affect a worker's account status or income even when the underlying consumer dispute remains uncertain. Sihombing and colleagues' work on courier rights underscores that the platform ecosystem contains more than one vulnerable party. [24]

G. Complaint Handling and Consumer Redress

The legal value of a consumer right depends heavily on the accessibility of the remedy. GoSend directs users to its in-app Help page and customer-service channels for problems, including damaged parcels. [8] This is a logical first step because the application already contains the transaction record. The quality of that mechanism should be assessed against four criteria: speed, traceability, explanation, and escalation. Speed requires rapid acknowledgement and preservation of evidence. Traceability requires a complaint number and visible status. Explanation requires a reasoned result linked to the facts and applicable terms. Escalation requires a route for reconsideration and information about external legal remedies.

A complaint system that merely transfers the consumer among internal teams can recreate the fragmentation produced by multi-actor contracting. The consumer should not need to guess which affiliated entity owns the problem. A single-entry complaint mechanism is preferable: the application receives the claim, identifies the relevant actor internally, and coordinates the response. The final decision can still distinguish whether the payment comes from insurance, the delivery provider, or another source. The administrative burden of internal allocation should rest primarily on the businesses that designed the ecosystem, not on the consumer who purchased one integrated service experience.

Where internal resolution fails, the Consumer Protection Law preserves formal avenues. Article 45 allows consumers to seek resolution through a body tasked with consumer disputes or through the general courts, and out-of-court resolution is based on the voluntary choice of the parties. [2] ASEAN's ODR guidance shows how technology can make such processes more accessible by enabling electronic filing, document exchange, notifications, and remote resolution. [17] Indonesia's existing consumer-dispute

institutions could benefit from deeper integration with transaction-level digital evidence, particularly for low-value delivery disputes where the cost of traditional litigation is disproportionate to the amount claimed.

Effective redress also has a preventive effect. A platform that categorises complaints consistently can identify recurring causes: packaging misunderstandings, address errors, handover verification failures, high-risk route segments, courier account misuse, or unclear insurance disclosures. Consumer complaints should therefore be treated as compliance data rather than isolated customer-service incidents. Aggregated analysis can guide interface changes, courier training, fraud controls, and revisions to service terms. In this sense, redress is not only compensation after harm; it is a feedback system for reducing future harm.

H. A Proportionate Liability Model for Platform-Mediated Delivery

The proposed model begins with a rebuttable proposition: responsibility follows the actor's function and causal contribution, but the consumer is entitled to a unified pathway for seeking redress. This approach is compatible with the explanatory logic of Government Regulation No. 80 of 2019, which recognises that actors in electronic commerce may bear joint and/or proportional responsibility according to their roles. [7] It also aligns with modern platform-liability scholarship, which increasingly asks whether platforms should bear responsibility where they control transaction architecture, screening, information, or post-transaction remedies. [21]-[23]

The first element is carrier responsibility. The delivery-service provider should bear primary responsibility for failure of the carriage function where the loss arises from custody, handling, routing, wrongful delivery, or conduct of the courier within the service relationship. The provider should have internal recourse against a courier where contract and law permit, but that internal relationship should not prevent the consumer from obtaining a clear response. The second element is platform responsibility. The platform should bear responsibility for losses caused by its own system failures, inaccurate representations, defective payment or protection activation, inadequate disclosure, or other conduct within its control.

The third element is insurer responsibility. The insurer should decide covered claims according to the policy and must provide transparent reasons for rejection. The insurer should not be used as a shield against a separate claim that a delivery provider or platform breached its own duties. The fourth element is consumer responsibility. Consumers should provide truthful information, use permissible goods categories, comply with size and weight limits, package goods reasonably where required, and preserve basic evidence of value and condition. The law can recognise contributory consumer conduct without allowing businesses to rely on vague 'user risk' language to avoid their own obligations.

The fifth element is shared responsibility where causes overlap. A parcel may be lost because the courier account was fraudulently accessed, the platform's verification process failed, and the delivery provider's supervision was inadequate. In such a case, forcing the consumer to prove a precise percentage of causal contribution before receiving any remedy would be unrealistic. A joint-facing remedy with subsequent contribution among the commercial actors may be more consistent with consumer protection, particularly when all relevant evidence is held inside the business ecosystem. The precise internal allocation can then be resolved separately.

The sixth element is mandatory transaction transparency. Before confirmation, the consumer should see the service provider, essential parcel restrictions, applicable protection level, main exclusions, and claim deadline. After confirmation, those terms should be frozen in a transaction record. This reduces disputes caused by later updates to website terms. It also protects the business by documenting what the consumer accepted. A digital contract is strongest when its important provisions are both provable and understandable.

The seventh element is evidence governance. A filed complaint should trigger a preservation protocol for relevant logs, while the consumer receives a readable transaction summary. Internal investigation should be documented. If a claim is rejected because of consumer fault, prohibited goods, inadequate packaging, or a policy exclusion, the decision should identify the factual basis and the relevant term. Such discipline helps satisfy the demands of transparency and makes later external dispute resolution more efficient.

Finally, the model requires remedy equivalence. Online consumers should not receive weaker substantive protection simply because the service is digitally intermediated. The OECD and United Nations consumer-protection instruments endorse this principle of effective protection in electronic commerce. [18]-[20] Indonesia's statutory framework is capable of supporting that result if courts, dispute bodies, regulators, and businesses interpret platform contracts in light of mandatory consumer rights rather than treating clickwrap wording as the final answer.

Table II. Function-Based Responsibility Matrix

Actor	Primary Function	Typical Risk Within Control	Indicative Remedy
Consumer	Accurate declaration and reasonable compliance	Wrong address, concealed prohibited item, misleading value or description	Correction, shared/contributory responsibility where legally established
Delivery-service provider / courier	Custody and physical delivery	Loss, mishandling, wrongful handover, unexplained non-delivery	Replacement, refund, compensation, operational investigation
Platform / application operator	Interface, matching, records, representations, payment and complaint routing	System error, misleading disclosure, failed protection activation, inaccessible redress	Correction, refund/compensation for platform-caused loss, evidence disclosure
Insurer	Risk financing under policy	Wrongful denial or underpayment of a covered claim	Insurance payment and complaint/review under policy and insurance law

I. Implications for Regulation and Business Practice

The first regulatory implication is that digital-service classification should not determine liability by itself. The practical role of an actor should be examined. A platform that exercises strong control over payment, matching, consumer communications, insurance selection, and evidence may owe duties that are not captured by the label 'intermediary'. This does not require abandoning contractual distinctions. It requires regulators and adjudicators to ask a more precise question: which function connected the actor to the harm? The answer can be narrower than full carrier liability while still preserving meaningful platform accountability.

Second, regulators should encourage a standardised minimum transaction receipt for app-based delivery. The receipt could identify the legal service provider, courier identifier, pickup and delivery timestamps, declared item category, price, selected protection, major exclusions, and complaint channel. At present, consumers often need to reconstruct these details from several screens. A consolidated record would improve legal certainty, facilitate insurance claims, and reduce the cost of resolving disputes. It would also help businesses demonstrate compliance.

Third, claim deadlines and coverage exclusions should be made conspicuous. Current GoSend materials include specific claim conditions and service restrictions. [8]-[10] These are legitimate operational terms only if consumers have a reasonable opportunity to know them. A short claim window displayed solely in a secondary help article creates avoidable disputes. The application should surface time-sensitive conditions immediately after a failed or problematic delivery and before the deadline expires. That approach reflects good faith and the consumer-law objective of usable information.

Fourth, business actors should separate the decision on insurance coverage from the decision on legal liability. A customer-service response such as 'not covered by insurance' does not necessarily answer whether the delivery service was performed in accordance with law and contract. Internal workflows should therefore contain separate fields for insurance eligibility, service-performance responsibility, consumer contribution, and goodwill compensation. This structure would produce clearer explanations and reduce the risk that a policy exclusion is mistakenly treated as a complete legal defence.

Fifth, dispute bodies and courts should be attentive to the evidentiary imbalance in platform cases. Where a business controls the relevant logs, it should provide a coherent account of the transaction rather than relying on general statements. Article 28 of the Consumer Protection Law provides a strong normative basis for this expectation in compensation disputes. [2] A consumer who has shown the order, handover, and loss should not be required to prove hidden internal events that only the platform or delivery provider can access.

Sixth, sectoral supervision would benefit from complaint-data interoperability. Consumer agencies, transport authorities, digital-system regulators, and industry actors address different pieces of the same transaction. Without sharing aggregated data, systemic problems may remain invisible. A rise in claims involving a particular type of handover fraud, for example, may appear as isolated customer-service cases until the data are combined. Appropriate privacy safeguards are necessary, but anonymised trend reporting can support prevention without exposing individual consumers or couriers.

Finally, the service contract should reflect the architecture users actually experience. If the platform presents the service as integrated, its legal documentation should not force consumers to navigate a maze of entities at the moment of loss. Clear role disclosure at booking, unified complaint intake, and reasoned allocation after investigation are more consistent with both

commercial efficiency and consumer protection. The best platform governance does not erase the distinction among platform, carrier, courier, and insurer; it makes those distinctions intelligible and operationally manageable for the consumer.

IV. CONCLUSION

App-based courier services require a liability analysis that reflects both physical carriage and digital intermediation. In GoSend transactions, the consumer experiences an integrated service, but the underlying legal functions may be divided among the application environment, a designated delivery-service provider, courier partners, and an insurer. Indonesian law does not require these actors to be treated as one entity for every purpose. It does, however, require consumer rights to remain effective despite contractual segmentation. The Consumer Protection Law supplies rights to information, safety, complaint handling, and compensation, while its rules on standard clauses limit attempts to transfer away responsibility that legally belongs to a business actor. [2]

Insurance is valuable but should complement, not replace, the legal responsibility of the actor whose breach caused the loss. A rejection based on insurance exclusions does not necessarily dispose of a contractual or statutory claim. The strongest model is therefore proportionate and function-based: the delivery provider answers for failures in custody and carriage; the platform answers for failures within its own digital, informational, payment, or complaint functions; the insurer answers for the insurance promise; and the consumer remains responsible for truthful declarations and reasonable compliance with parcel rules. Where causes overlap and the relevant evidence is held within the business ecosystem, a unified consumer-facing remedy followed by internal contribution among businesses is preferable to forcing the consumer to solve the allocation problem first.

Practical reform should focus on clear provider identification, conspicuous risk terms, a frozen transaction snapshot, automatic evidence preservation after complaint, separate analysis of insurance and legal liability, and a single-entry complaint mechanism with transparent escalation. These measures would make existing Indonesian consumer law more effective in a platform-mediated environment without imposing indiscriminate liability. They also accord with broader OECD, ASEAN, and United Nations principles that online consumers should receive transparent, fair, and effective protection. [16]-[20] The central legal principle is straightforward: digital convenience may reorganise the route through which a service is supplied, but it should not reduce the substance of consumer protection.

REFERENCES

1) Constitution of the Republic of Indonesia of 1945.
2) Republic of Indonesia, Law No. 8 of 1999 on Consumer Protection (Undang-Undang Perlindungan Konsumen).
3) Republic of Indonesia, Law No. 22 of 2009 on Road Traffic and Transportation (Lalu Lintas dan Angkutan Jalan), as amended.
4) Republic of Indonesia, Government Regulation No. 74 of 2014 on Road Transportation, as amended by Government Regulation No. 30 of 2021 on the Implementation of Road Traffic and Transportation.
5) Republic of Indonesia, Law No. 11 of 2008 on Electronic Information and Transactions, as amended by Law No. 19 of 2016 and Law No. 1 of 2024.
6) Republic of Indonesia, Government Regulation No. 71 of 2019 on the Operation of Electronic Systems and Transactions.
7) Republic of Indonesia, Government Regulation No. 80 of 2019 on Trading Through Electronic Systems (Perdagangan Melalui Sistem Elektronik).
8) Gojek, 'GoSend Terms of Use,' updated 10 October 2025, https://www.gojek.com/id-id/terms-and-condition/gosend, accessed 2 October 2026.
9) Gojek, 'GoSend Insurance,' https://www.gojek.com/en-id/help/gosend/asuransi-gosend, accessed 2 October 2026.
10) Gojek, 'Terms and Conditions of GoSend Goods,' https://www.gojek.com/en-id/help/gosend/syarat-dan-ketentuan-barang-gosend, accessed 2 October 2026.
11) R. Mahfiroh, 'Perlindungan Hukum terhadap Barang Kiriman Konsumen Pengguna Jasa Go-Send Instant Courier Melalui Tokopedia,' Lex Renaissance, vol. 5, no. 1, 2020, doi:10.20885/JLR.vol5.iss1.art15.
12) S. A. Mahadewi, Heniyatun, C. B. E. Praja, and B. T. Iswanto, 'Gojek's Responsibility for Loss of Items on Gojek Indonesia's Go-Send Feature,' Borobudur Law and Society Journal, vol. 3, no. 2, pp. 79-86, 2024, doi:10.31603/11946.
13) M. H. Pasaribu, H. Siallagan, and Debora, 'Tinjauan Yuridis terhadap Asuransi Pengangkutan Barang pada Layanan Go Send (Studi di PT. Gojek Indonesia Medan),' Jurnal Hukum PATIK, vol. 6, no. 3, pp. 203-216, 2017.
14) A. W. Nur, 'Tanggung Jawab Perusahaan Pengangkutan terhadap Barang Konsumen,' ULIL ALBAB: Jurnal Ilmiah Multidisiplin, vol. 2, no. 12, pp. 5813-5817, 2023, doi:10.56799/jim.v2i12.2644.

15) Republic of Indonesia, Indonesian Civil Code (Kitab Undang-Undang Hukum Perdata), provisions on obligations, breach, and unlawful acts.
16) ASEAN Secretariat, ASEAN Guidelines on Consumer Protection in E-Commerce, Jakarta, 2022.
17) ASEAN Committee on Consumer Protection, ASEAN Guidelines on Online Dispute Resolution for Consumers, Jakarta, 2022.
18) OECD, OECD Recommendation of the Council on Consumer Protection in E-Commerce, OECD Publishing, Paris, 2016, doi:10.1787/9789264255258-en.
19) United Nations Conference on Trade and Development (UNCTAD), United Nations Guidelines for Consumer Protection, UNCTAD/DITC/CPLP/MISC/2016/1, 2016.
20) UNCTAD, Manual on Consumer Protection, UNCTAD/DITC/CPLP/2017/1, 2018.
21) A. N. P. Afifah, Y. Rahmatiar, M. Abas, and S. Sanjaya, 'Legal Liability of Marketplace Platform Operators for Product Description Violations Under Indonesian Consumer Protection Law,' Jurnal Cakrawala Hukum, vol. 16, no. 2, 2025, doi:10.26905/idjch.v16i2.15604.
22) Y. Zennyo, 'Should Platforms be Held Liable for Defective Third-Party Goods?' International Economic Review, vol. 67, no. 3, pp. 799-817, 2026, doi:10.1111/iere.70051.
23) R. D. Putra, Suparwi, and F. G. Aini, 'Legal Liability of E-Commerce Platforms for Consumer Losses Resulting from Defective Products,' Legal Brief, vol. 14, no. 5, 2026, doi:10.35335/legal.v14i5.1507.
24) L. R. Sihombing, Ramziati, and T. W. Kurniasari, 'Perlindungan Hukum terhadap Hak Kurir Online pada Layanan Pengiriman Barang (GoSend),' Jurnal Ilmiah Mahasiswa Fakultas Hukum Universitas Malikussaleh, vol. 7, no. 3, 2024, doi:10.29103/jimfh.v7i3.17160.
25) ASEAN Secretariat, Handbook on ASEAN Consumer Protection Laws and Regulations, 2nd ed., Jakarta, 2021.

There is an Open Access article, distributed under the term of the Creative Commons Attribution – Non-Commercial 4.0 International (CC BY-NC 4.0) (https://creativecommons.org/licenses/by-nc/4.0/), which permits remixing, adapting and building upon the work for non-commercial use, provided the original work is properly cited.