

**OVERVIEW THEORY OF LEGAL PROTECTION
AGAINST THE DRIVER RESPONSIBILITY PARTNERS (PARTNERS
PT. GO-JEK INDONESIA)
UNDER LAW NO. 8 OF 1999 ON CONSUMER PROTECTION**

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ABSTRACT

In the millennial era is now highly developed transportation thanks to the support by the progress of science and technology. One is a motorcycle online. Ojeks online now Become a promising business, a company that develops online applications this motorcycle is GO-JEK. GO-JEK with the motorcycle driver to the make cooperation ie partnership agreement. Driver in here as a partner of PT. GO-JEK. So the consumer gets a partner of online-based application that was developed by PT. GO-JEK as intermediaries for services through the application. So that the driver is domiciled as service providers directly to consumers. Issues raised in this paper is the responsibility of online motorcycle motorcycle taxi driver is a partner of PT.

The method used is the method of Juridical sociology, the primary method to Obtain the data by interviewing directly by the parties concerned. This type of research is a field research.

Based on the results Obtained, the responsibility of motorcycle taxi drivers to passengers who experience losses due to accidents are a principle. Responsibility for the presumption of guilt. The carrier is held responsible, UNLESS he can PROVE that the Negligence or fault is on the consumer. While the PT. GO-JEK remains responsible by giving compensation According to the terms and conditions.

Obstacles faced in the implementation of the responsibilities of the driver partners (partner PT. GO-JEK) to the service user in accordance with Law no. 8/1999 on Consumer Protection is divided into two items, namely: Internal and external barriers.

Keywords: Legal Protection, Responsibility, Partner Driver

A. Background

In the current millennium era of business development more rapidly. And many businesses that develop earlier venture business in the form of a business that requires places, requiring transactions directly between service providers and service users the change to the business model, which is called an online business. This business form of business activity-purchasing transactions can be done via the Internet without having to meet only between providers and users of services. These businesses present because of the development level of

human knowledge and the development of technologies that make business opportunities more rapidly. This business model can be called a startup business.

One of the important activities are always carried out in the business world (business) is made variegated agreement (contract). For that reason in running a business the importance of the contract must be made before the business itself is running in the future.¹ Agreement as essential in doing business regulated in Book III of the Civil Code of Commitments. It is regulated by Article 1320, 1338 and 1339 of the Civil Code.

According to Article 1313 of the Civil Code or the consent agreement is defined as an act by which one or more persons joined to one or more persons. From these definitions it is understood that the agreement contained in the provisions of Article 1313 of the Civil Code was incomplete, and too broad. That's because that formulated it only about one-sided agreement.²

Means issuing an engagement agreement between two or more people who make it so that the agreement is a source of engagement in addition to other sources. An agreement also called agreement, because it's two or more people agree to do something. An engagement is a relationship between two or more people where the other party is obliged to meet the demands and vice versa.³

In the process, the legal principle of freedom of contract is influenced by the needs of business and commerce that is effective, practical and efficiency so that this freedom is often criss, even in the subsequent development of the principle of freedom of contract in the business world is not acceptable and appear agreement standard (standard contract) that in some halbertentangan with the principle of freedom of contract and the principle of consensus that guided the nation of Indonesia. Contrary to the principle of freedom of contract and the principle of consensus that guided the nation of Indonesia.⁴

Nowadays, the development of technology and science are unavoidable impact on the economic, social, political and other fields in society, not least the rapid advancement of the field transportasi. Semakin existing technology, giving an opportunity for people to be able to simplify all day-to-day activities. Examples are smartphones, increasingly sophisticated developments in mobile phone technology, now allows users to perform daily activities, including in terms of transportation of both people and / or barang. Semakin advances in technology led to the development of the existing transportation. With the advance of

¹Richard Burton Simatupang, *Legal Aspects in Business, Cet II*; (Jakarta, PT. Rineka Copyright, 2003), p 27.

²Mariam Darus Badrulzaman, *Arts, Business Law, Cet II*; (Bandung, PT Alumni, 2005), p 18.

³Various subekti Treaty. (Bandung; Citra Aditya Bakti, 1997) Page 1.

⁴Neni Sri Imaniyati. *Hukum and Islam in Development Economics*. (Bandung: Mandar Maju, 2002) Page 29.

technology and science the easier will be in obtaining transportation, this is the case, and rapidly last year, namely the phenomenon of online motorcycle.

Ojeks online the last few years this has become a promising job for many people, both men and women in the midst of layoffs. Only by using the smartphone app everyone can use a form of motorcycle transport line to transport goods and people, who can call anytime and anywhere.

Online motorcycle taxi is a means of land transportation using two-wheeled vehicles (motorcycles) with black plates, based on technology which marks that public transport has no legitimate legality of the government to carry passengers from one destination to another destination and then charging. Ojeks online has become a much-loved public transport most of society, both in small towns and big cities because it is flexible in its activities, it can reach places that are not passed by public transportation such as transportation (public transportation), bus, or other types of public transport another four-wheel drive. Motorcycle taxi can go online and through narrow alleys, small streets, so that they can provide door to door service. Even motorcycle online rated fast, agile and efficient to skip or avoid congestion on the roads.

GO-JEK is a socially minded technology company that aims to improve the welfare of workers in a variety of informal sector in Indonesia. GO-JEK activity rests on three fundamental values: speed, innovation, and social impact.⁵In conducting its business in various fields, GO-JEK cooperate with the driver. GO-JEK do partnership agreements with the service providers in this case a motorcycle taxi driver. Relations arising from these agreements make GO-JEK as a provider of transportation applications serve as a liaison. GO-JEK business activities are run and develop a technology application which is then used for connecting service providers and service users.

The partnership agreement is a form of agreement which is widely used in business activities. The partnership agreement is one agreement that is not contained in the book III BW arising from the principle of freedom of contract.

In the field of transport online there are business startup of the application service provider developed by GO-JEK in a variety of features, including: Go-Ride or transportation services using a motorcycle that can take you to various places, Go-Car or transportation services using a car take you to various places, Go-food or home delivery meals, Go-Send or courier service, Go-Mart or the service shop at the store, Go-Box or services move goods

⁵GO-JEK, 2015. Apa It's GO-JEK, accessible from GO-JEK.com, On December 26, 2017 01:00 pm

great size using a truck / blind van, Go-Massage or massage professionals who come to the house, Go-Clean or service janitorial services professional to clean the house, go-Glam or service beauty services that directly come home, Go-Tix or service event information with access to the purchase of tickets delivered to you, Go-busway or service to monitor the Transjakarta bus service schedule and book Go-Ride escort to stop and go-Pay or virtual wallet service for transactions within the GO-JEK service applications.

One such feature is the GO-JEK Go-Ride. Transport services on transport modes This motorcycle has more than 300 thousand partners spread across 50 drivers who have terinteraksi city with GO-JEK application services. How to order a motorcycle in this application is really easy. Simply by writing down your pickup address or mark your current location map clearly and write your destination address on the application. After filling the source address and destination address, then press the order button on the application. It will exit the distances and costs to be incurred. After seeing a recap of the address and the costs, the next step is to choose how to pay. Just click on the button pay with the app will display a menu of payment via cash or credit. Then press order. After press the menu order then the application will proceed to the GO-JEK partners to find the nearest driver. Just wait a few minutes akanada which calls for further confirmation.⁶

However, the authors found a gap from their Online Ojeks this case of violation of consumer rights in the administration of improper transport of the resulting object congratulatory not transported to their destination. Users motorcycle taxi motorcycle can be called as a consumer because in the Law No. 8 of 1999 on Consumer Protection (hereinafter referred to UUPK) in Article 1 (2) states "The consumer is any user of goods and / services available in the community, for the benefit of themselves, their families, other people and other living beings and not for trade." Consumers are legally obliged to be protected through legislation which is clear and definite, including settlement can be achieved if consumers suffer losses in the conduct of public transportation vehicles motorcycles. One of the disadvantages suffered by a passenger or motorcycle motorcycle taxi service users are accidents caused by motorcycle taxi driver motorcycle. Legal certainty to provide protection to consumers in the form of protection of the rights of consumers, so businesses do not act arbitrarily consumer harm.

⁶ Accessed via GO-JEK.com on 2 November 2017 at 1:25 pm

Based on the above background, the authors take the title "Overview Theory of legal protection Against Driver Responsibility Partners (Partners PT. GO-JEK Indonesia) Pursuant to Law No. 8 of 1999 on Consumer Protection."

B. Problem Formulation

Based on the description above background, it can be formulated against the problem as follows:

1. How is the responsibility of online motorcycle motorcycle taxi driver to the passengers involved in the accident from the aspect of consumer protection laws?
2. What are the obstacles faced in the implementation of legal protection to consumers online motorcycle transport service users and how is the solution to overcome these obstacles?

C. Objective

1. To determine the responsibilities of online motorcycle motorcycle taxi driver to the passengers involved in the accident in the review of the legal aspects of consumer protection.
2. To determine the barriers and solutions to the implementation of the responsibilities to be undertaken by the driver partner PT. Gojek Indonesia to consumers.

D. Methods

1. Method Approach

The method used is the method of juridical sociology, the method to obtain primary data by interviewing directly by the parties concerned. This type of research is a field research.

2. Types and Data Sources

a. Primary data

Which is used as a major source of discussion in this study, the information obtained from the source and recorded through interviews, The authors conducted interviews and interviews with partners GO-JEK driver.

b. Secondary Data

Is data obtained by studying and analyzing the legal materials and interviews conducted to the parties concerned. Secondary data is also called the study of literature. Literature study is data collection techniques by searching the literature and documents relating to the issues to be studied in the library.

E. DISCUSSION

1. Overview of the Legal Protection Responsibility Theory Motorcycle taxi driver Online Motorcycle Passenger Experiencing Against Accidents In Review Of Consumer Protection Legal Aspects

Many of the riders using a green jacket and green helmet streets of Semarang. Motorcycle users that uses a green helmet and the green jacket is the GO-JEK driver. GO-JEK lately is being excited. Like mushrooms in winter, increasingly more users and is growing continuously. Due today are much less sophisticated all-round service using the Internet that makes it easy.

GO-JEK was founded in 2011 by a native Indonesian creative youth. He, is Nadiem Makariem by establishing a limited liability company named PT. GO-JEK Indonesia. The company aims to connect a motorcycle taxi driver with a passenger ojek. Pembuatan this company is aiming to help a motorcycle taxi driver to get the passengers to more quickly and efficiently. Awalnya GO-JEK only accept orders by phone as usual or more subscriptions motorcycle as a taxi, and then in early 2015 with innovations that change the system was able to launch Android-based applications. GO-JEK system more orderly, able to make the motorcycle taxi driver who usually wait longer passengers changed more quickly and efficiently through the application GO-JEK. On the basis of this application, passengers can order online and be aware of the existence of a motorcycle taxi driver who will pick up passengers. That is because the present era and necessities can be with gadgets, so that people can not escape from the gadget and as lifestyles Indonesian people, especially in urban areas.

In conducting its business PT. Gojek Indonesia was helped by the driver partners. Corresponding partnership agreement PT. Indonesia Gojek partners referred to herein are those who carry out antarjemput goods and / or people, home delivery of goods that had previously been ordered by the consumer, or other services through the application of GO-JEK using two-wheeled motor vehicle owned by the partners themselves.

Consumers using GO-JEK application services actually full of risks on the road such as non-fulfillment of the rights of consumers that exist in the BFL. As contained in Article 4 paragraph letter a UUPK "The right to comfort, security, and safety in the consumption of goods and or / service". If until the event occurs people need to know that no legal protection if you currently use a motorcycle taxi service online have an accident on the highway, in this case is unclear regulations regarding motorcycle motor vehicles, so if an accident is an

accident, because the GO-JEK yet registered as public transport and still there was no legal basis, only GO-JEK and other transportation services company allowed to operate through chirp (tweet) President of the Republic of Indonesia Mr. Joko Widodo in one of the social media⁷ which essentially gave the order to permit the Minister of Transportation, online transportation services continue to operate, because it needs the people of Indonesia.

After the statement of the President of Indonesia above arise again Regulation of the Minister of Transportation No. 108 Year 2017 on the Implementation of Transport People By Public Motor Vehicle No In the Trayek. Peraturan be the answer to the doubts about the rules regarding online-based motorcycles. Various facilities for organizing public transport with applications based on information technology has been described in Article 63 paragraph (1) and (3) of the Regulation of the Minister of Transportation No. 108 of 2017, which reads "to improve the ease of ordering transport service people are not in the route, public transport companies can use information technology-based applications "and in paragraph (3), which reads" to improve the ease of payment services in the transport of people do not stretch,

GOJEK have got License (Trade Permit) and AIS (Business Stay Permit) but for operational permit from the Department of Transportation no. If an accident occurs, it is responsible for the accident is the driver or partner GO-JEK driver itself so that the Department of Transportation does not take responsibility jawab.GO-JEK has not officially a public transportation, since GO-JEK not fulfill the terms of the establishment of the transport company general, because it will be a source of administrative law for the company GO-JEK and Department of Transportation could be liable in case of an accident on the highway as well as the problems that arise in the GO-JEK itself related to public service as public vehicles that have a legitimate and recognized by the government, especially the Department of transportation as a road transport manager.

Related about compensation, The PT GO-JEK Indonesia do some of the restrictions contained in the employment agreement between PT GO-JEK Indonesia with the driver or its partners which states that if an accident should be held responsible is the driver GO-JEK itself, because in the agreement work between PT GO-JEK with Mitra explained that the Partners agree that all risk and liability resulting from the negligence Partners including, but not limited to delays Partners in providing services to consumers, accidents and loss of goods at the time of delivery, which may arise out of or in connection with the provision of services

⁷ Andika Wijaya, *Legal Aspects of Road Transport Business Online*, (Jakarta: Sinar Grafika, 2006), Page 200

by Partners to consumers is the responsibility of Partner⁸ Whereas in reality the insurance that is given to the partner is insurance for partners with a way to register to join the insurance policy that has been provided by PT. GO-JEK. So not all drivers get their insurance partners for themselves.

In the employment agreement between PT GO-JEK with Mitra also mentioned, with this Partner freeing PT GO-JEK of all sorts of demands, suits or legal action, whether in a civil suit or any criminal charges faced by Partner of any kind related with services offered or provided through application GO-JEK. If there is information that can be helpful to the process of investigation such as license plate numbers, the PT GO-JEK can only help as a mediator in bringing the two sides to seek a solution to the problem.

Realize of responsibility GO-JEK driver on the accident form of compensation to the passengers, while PT GO-JEK cooperation with insurance company Allianz insurance policies have the rights and obligations of the insured on the policy. However, there are problems contained in the policy and the terms applicable regulations on PT. GO-JEK that restricted the responsibility of both the PT. GO-JEK or PT. Allianz and contained in the standard clauses are difficult to understand.

Associated with standard clauses, under Article 18 paragraph (1) of BFL, the inclusion of standard clauses by businesses is prohibited. Pursuant to Article 18 paragraph (3) of BFL such clauses null and void, so that the provision in the policy clause berisiskan difficult to understand and the transfer of responsibility has never been considered as a result, so it can be said that the agreement does not protect the consumer.

Pursuant to Article 234 paragraph (1) of Law No.22 of 2009 on Traffic and Transport road "driver, the owner of a motor vehicle, and / or public transport company responsible for the losses suffered by the passengers and / or owner of the goods and / or third party due to negligence of the driver ". With the legislation above, it is clear that the company Go-JEK shall be liable for damages suffered by passengers of the Go-JEK.

In BFL Article 4 paragraph (5) explained that consumers are entitled to advocacy, protection and dispute resolution efforts are worth, then the consumer is entitled to legal protection. Legal protection can be divided into two, namely preventive and repressive legal protection:

⁸ Results of interviews with Muhammad Muchlis (Mitra Driver Gojek) dated 4 February 2018

1. Preventive Legal Protection

Preventive legal protection that is the subject of the law given the opportunity to file an objection or opinion before a government decision received definitive form.⁹

According to Article 235 paragraph (1) UULLAJ which reads:

"If the victim died due to traffic accidents as stipulated in Article 229 paragraph (1) letter c, driver, owner, and / or public transport companies are required to provide assistance to the heirs of the victim in the form of medical expenses and / or funeral costs by not abort lawsuit criminal,

and according to Article 235 paragraph (2) which reads:

"In case of injury to body or health of victims due to traffic accidents as referred to in Article 229 paragraph (1) letter b and c, the driver, owner, and / or public transport companies are required to provide assistance to victims in the form of medical expenses by not abort demands criminal case. "

Article 7, paragraph (6) of BFL, which reads that "businesses are obligated to provide compensation, restitution and / or compensation for damages resulting from the use, handling, and use of goods and / or services traded". Whereas Article 60 paragraph (1) of BFL, which reads "Consumer Dispute Settlement Board be authorized to impose administrative sanctions against businesses that violated Article 19 paragraph (2) and (3), Article 20, Article 25 and Article 26."

Article 60 paragraph (2) states that "administrative sanction by the determination of the compensation of Rp. 200,000,000.00 (two hundred million rupiah) "and (3) it reads" procedures for determining administrative sanctions as referred to in paragraph (1) shall be further stipulated in the legislation ".

2. Repressive Legal Protection

Protection of repressive laws aimed at resolving the dispute, the handling of legal protection by the general courts and administrative tribunals in Indonesia, including the legal protection of this category. The principle of legal protection against government action rests and comes from the concept of recognition and protection of human rights¹⁰

Based on the above regulations, the passenger GO-JEK can sue Partners driver GO-JEK and also the company GO-JEK itself for the losses suffered by the consumer, and the Traffic Police can also help the consumer or passenger GO-JEK the case of an accident on the

⁹ Philip, M. Hadjon, Legal Protection for Rakyat Indonesia (Surabaya: Development Studies, 1987) p 36

¹⁰ Philip M. Hadjon. Op.cit case 38

highway and demanded compensation for the negligence of the driver and the company GO-JEK.¹¹

Efforts consumers to obtain legal protection if the consumer had an accident can be done with effort re-resif, then consumers are entitled to compensation in the form of compensation from PT GO-JEK, because the terms and conditions of PT GO-JEK that the "GO-JEK Indonesia provide compensation calamity accidents to all customers who use the GO-JEK GO-RIDE service. Consumers will be reimbursed up to Rp.10.000.000 and for his hospital costs up to Rp.5.000.000 ".¹² under the provisions of the above passengers entitled to hold the GO-JEK if the GO-JEK not provide legal protection to passengers in the form of compensation as set forth above, if from the GO-JEK can not meet the terms and conditions of the above, then the GO-JEK can considered in default.

Legal protection must go through two (2) sources which are (a). Legal protection born of a legal provision; and (b). All the laws that society which is basically a community's agreement to regulate the relationship between the behavior of the members of society and between individuals and the government who are supposed to represent the public interest.¹³

According to Fitzgerald, he explained the theory Salmond legal protection that the law aims to integrate and coordinate various interests in society as a traffic interest, the protection of certain interests can only be done by limiting the various interests on the other¹⁴

Listening to the theory of legal protection at the top, then the Government as regulator should immediately issue rules / regulations in the form of the Act to regulate all activities relating to the transaction on line especially in this case is the GO-JEK, because the application user GO-JEK is increasingly increasing, not only consumers but also the intangible passengers GO-JEK as a partner of the firm GO-JEK. They need legal certainty to engage, thereby hoping to create tranquility and comfort.

¹¹ According Satijipto Raharjo, legal protection is to give shelter to human rights (HAM) that harmed others and the protection given to the community to enjoy all the rights conferred by law.

¹² IN melalau access <http://Go-Jek.com> on February 11, 2018 at 09:30 GMT

¹³ Satijipto Raharjo, 2000, "Science of Law ", Bandung: PT. Citra Aditya Bakti, 54

¹⁴ Ibid, p 58

B. Obstacles Faced In Implementation of Driver Responsibility Partners (Partners PT. Gojek Indonesia) On the User Services Based on Law No. 8 of 1999 on Consumer Protection And Solutions to Address HambatanTersebut.

1. Internal Constraints faced in Implementing the Driver Responsibility Partners (Partners PT. Gojek Indonesia) On the User Services Based on Law No. 8 of 1999 as well as solutions to these obstacles.

In the haulage business activities conducted by partners as a driver or businesses that partner with PT. GO-JEK Indonesia as an application service provider with a passenger named as the consumer or the party contracting. The business activities are not always fulfill the rights of consumers. Such as in Article 4 paragraph (1) of BFL Consumers are entitled to comfort, security, and safety in the consumption of goods and / or services. In the normal transportation services have not always achieved or consumers as users of services recorded kerugian.Sesuai the Traffic Act and Road Transport and Consumer Protection Act, the consumer is entitled to indemnification from the businessmen.

Based on the research in the know, there are several barriers experienced by businesses in order to undertake efforts to protect consumers as follows:¹⁵

a. Minimal application users aged 21 years.

In the GO-JEK application usage, before registering a minimum age requirement that prospective customers before creating an account at least 21 years or before 21 years but are married and not under guardianship. Whereas in reality a lot of users or consumers of application GO-JEK under 21 years, while in terms if these elements are not met then the GO-JEK can cancel unilaterally, thus indirectly prejudice the rights of consumers whose age has not fulfilled 21 tahun.Tetapi the fact that the partners receive consumer drivers of various kalangan.Solusinya is with rapid technological developments, Everyone can access the internet for ease in all hal.Asalkan the consumer to fulfill its obligations to businesses,

b. Insurance clauses that are difficult to understand

Clauses contained in the insurance policy, the insurance company to include clauses that are difficult to understand by the consumer and driver partners. This is contrary to Article 18 paragraph (2) of BFL which reads "Businesses are prohibited to include a clause that the position and shape is difficult to see or can not see clearly, or the disclosure of which is

¹⁵ Results of interviews with Muhammad Muchlis (GO-JEK driver partners) dated 4 February 2018

difficult to understand." So the solution is making of clauses which in should make the language easy to understand for the consumer protection.

1.2 External Constraints And in the face of Solutions Implementation Responsibility In Driver Mitra (Mitra PT. Gojek Indonesia) On the User Services Based on Law No. 8 of 1999

Besides the above-mentioned internal obstacles, there are also barriers ektern occur:

a. Permenhub No. 108 of 2017 set up a taxi online

Permenhub their no. 108 Year 2017 concerning the organization of transport of people with a motor vehicle in the route. The existence of these rules makes our hope that a legal umbrella motorcycle online. However, in reality these regulations governing the online taxi only. Until now, online motorcycle no clear rules. So that people are still hesitant to use or exploit this online motorcycle taxi services, because there are no clear rules on motorcycle online ini. Solusinya government should immediately make clear rules regarding the transport modes online. Mengingat motorcycle transport service users is quite a lot. The existence of legal protection on a motorcycle online mode of transportation, at least be made public as consumers of this online motorcycle transportation services feel protected by the existence of clear rules.

2. Consumers do not know the clarity of the terms used Go-Ride applications

In the GO-JEK application usage, especially on features Go-Ride is an application that serves passengers or consumers on a motorbike (motorcycle taxi) only in Arm update the steps of how to use the features of Go-Ride alone. Passengers as service users or consumers in the Go-Ride services are not all know how the steps taken by the consumer if the non-fulfillment of their rights in accordance with Article 4 of Law Consumer Protection. The solution is the GO-JEK and Partners driver must cooperate more intensively in the socialization of what benefits are there in the feature Go-Ride, what are the policies that exist in the Go-Ride, how steps in the travel if something happens while enjoying Go-Ride features. These things will make consumers feel protected.

A. CONCLUSION

Based on the formulation of the problem, rationale, and the results in this study, the researchers can provide the following conclusions:

1. based on legal relationships that occur between PT. GO-JEK as an application provider to consumers as users of the application then, PT. GO-JEK do not need to be responsible for the accident. Therefore, the terms and conditions stated that PT. GO-JEK is not responsible for the accident is not an unlawful clause. But the PT. GO-JEK still provide compensation to consumers in the event of an accident, this is in accordance with the company's mission GO-JEK which is a social-minded company. Under the laws in force in Indonesia, for PT. GO-JEK only a provider of applications that connect consumers with service providers of the driver, then the driver should be responsible on the basis of Article 1365 KUH Perdata which states: "Any act that violates the law and bring harm to others, requires that the person causing the loss was due to mistake for replace these losses "and Article 19 ayat (1) UUPK stating" Business communities are responsible for providing compensation for damage, contamination, and or consumer losses due to consumption of goods or services produced or trafficked ". Similarly, clauses contained in the insurance policy, the insurance company may not include provisions that location or shape is hardly visible, clearly can not be read, or the disclosure of which is difficult to understand. This is contrary to Article 18 paragraph (2) of BFL which could impact consumer dirugikannya. In the event of an accident caused by the negligence of the driver, Allianz Insurance Company that has been in cooperation with PT. GO-JEK shall be liable under applicable insurance contract between the insurance company Allianz and PT.GO-JEK. Protection of the rights of consumer convenience is already provided for in Article 4 of BFL which states that the consumer has the right comfort, security, and safety in consumption of goods and / or services and Article 7 of BFL liability businesses good intention in conducting business activities.
2. Constraints faced in the implementation of the responsibilities of the driver partners (partner PT. GO-JEK) to the service user in accordance with Law no. 8 of 1999 on Consumer Protection is divided into 2 (two), namely: Internal and external barriers.

The Internal barriers itself is in the terms and conditions before consumers make GO-JEK account, consumers in required to agree to clauses that have been made by the PT. GO-JEK Indonesia, where one of the clauses reads, for users of the application have at least 21 years old or married and not under guardianship. If not, the GO-JEK right to cancel the agreement made with the consumer. Other internal barriers that contained clauses on the PT-GO-JEK that are difficult to understand by consumers and partners in the driver made by PT. GO-JEK.

External barriers that happens is the Transport Minister Regulation No. 108 Year 2017 On Implementation of People With Motor Vehicle Transport Public Transport Route No In keeping mengatur only type of transportation only, not including online motorcycle in it. And other external factor is that consumers do not know the clarity of the terms used Go-Ride applications.

Solutions and efforts to overcome barriers and external Intern in the face in the Driver Responsibility Partners (Partners PT GO-JEK) Against User Services include: The age limit in the use of applications by consumers PT. GO-JEK with menyantumkan minimum limit is 21 years should be at erase. In fact, not all users of the application have been aged 21 years or more which resulted in cancellation of the agreement between the consumers who do not

qualify. Provided that the obligations fulfilled by the consumer, the consumer is entitled to get their rights in accordance with Article 4 Undang No. 8 of 1999 on Consumer Protection. In case there is an insurance clause that is difficult to understand this is not in accordance with article 18 paragraph (2) of Act 8 of 1999 on the protection of consumers, should these clauses must change the language easy to understand for the consumer protection. Related to the Regulation of the Minister of Transportation No. 108 Year 2017 On Implementation of Transport People By Vehicle In Route which only regulates personal vehicles and conventional vehicles online-based transport, but the set only four-wheeled transport, air online. Then the government should make regulations on a motorcycle online where users online motorcycle transport services are already many users and also to protect the consumer it must be made clear rules on motorcycle online. Other external factors, namely, consumers who do not know about the clarity of the terms used Go-Ride features in GO-JEK application. Clarity conditions herein in case if it does not affect the rights of consumers in accordance with Article 4 of BFL. Therefore, our partners and their drivers PT GO-JEK more intensive socializing in describing the provisions contained in the Go-Ride features either directly through partners or special driver through an application by PT GO-JEK. So with this, make consumers feel better protected.

B. Suggestions

Based on the discussion in this thesis and the conclusions formulated above, the authors offer advice on issues related to the following:

1. PT GO-JEK, partners and the drivers insurance company must provide education for the community or the consumer, understanding the legal consequences arising from the terms and conditions set forth by PT. Go-Jek is very necessary before agreeing to the terms when using the application GO-JEK. The insurance company PT. Allianz is expected to change the formulation of the wording of the insurance policy to make it more easily understood. Consumers also need to understand the clauses listed in the policy provided by the insurance company so that no loss suffered by consumers.
2. The government or the legislators need to set up an online motorcycle transportation system, about the rights and obligations of application providers and service providers as well as sanctions for violations of the consumer. So that consumers have a legal umbrella to shelter other than the Consumer Protection Law and the Law on Road Traffic and Transport itself.

BIBLIOGRAPHY

Books

- Badruzaman, Mariam Darus. 2005. Various Business Law. Bandung: PT Alumni
- Imaniyati, Neni Sri. 2002. Islamic Law and Economic Development. Bandung: Mandar Maju
- Miru, Ahmad. 2011, the Consumer Protection Law. Jakarta: King Grafindo mighty
- Philip, M Hadjon. 1987. People's Legal Protection for Indonesia, Surabaya: Development Studies
- Phillps, Jerry J. 1993. Products Liability. New York: West Publishing Company
- Satijipto Rahardjo, 2014, Law, Bandung: Citra Aditya Bakti
- Shidarta. Consumer Protection Law 2000, Jakarta: PT. Grasindo
- Simatupang, Richard Burton. Legal Aspects In Business. Jakarta, PT. Rineka reserved
- Subekti. 1997. Various agreements. Bandung; Citra Aditya Bakti
- Subekti. 2002. Law of Treaties. Jakarta: Intermedia
- Sutanto, Happy. 2008. Consumers Rights If Disadvantaged. Jakarta: Vision Media
- Wijaya, Andika. 2006. Aspects of Road Transport Business Law Online. Jakarta: Sinar Grafika
- Wijaya Gunawan. 2000 Law on Consumer Protection. Jakarta: PT. Gramedia Pustaka Utama

Legislation

- Code of Civil law
- Law Number 22 Year 2009 regarding Traffic and Road Transportation.
- Law No. 8 of 1999 on Consumer Protection.
- Government Regulation No. 74 Year 2014 on Road Transport
- Regulation of the Minister of Transportation No. 108 Year 2017 on Implementation of Transport People By Vehicle In Route

Internet

- Erwan. Online Business 2011. According to Islam. <http://blog.uad.ac.id/erwan/2011/07/18/bisnis-online-menurut-hukum-islam/> Accessed on January 30, 2018.
- GO-JEK. 2018. About the GO-JEK. <https://go-jek.com/About/> Accessed on January 22, 2018
- GO-JEK. 2018. About Go-Ride. <https://go-jek.com/Go-Ride/> Accessed on January 22, 2018
- Mahendra. Law 2011. Buy Sell Online. <http://blog.uad.ac.id/mahendra/2011/07/06/hukum-sell-buy-online>. Accessed on January 31, 2018