

## The Role of Insurance in Ensuring Product Security and Customer Trust in Online Shop Transactions Through Shopee



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**ABSTRACT:** The aim of this research is to find out the role of insurance in e-commerce transactions via the Shopee online shop and how to prove the existence of an insurance agreement in Shopee online shop transactions. The research method used is empirical descriptive qualitative. In this research, primary data was obtained from interviews with users of the Shopee application as an online shopping medium and sampling was carried out using random sampling with 4 informants. Meanwhile, secondary data in this research was obtained from the literature. The results of this research show that the type of insurance provided between insurance companies and Certificate Authority Institutions (LOS) is liability insurance which will guarantee the safety and trust of Shopee consumers. So that the agreement must comply with the principles of loss insurance as regulated in the Commercial Code. In cases where goods are missing or damaged goods can be insured, however for long deliveries it is beyond the scope of insurance in the delivery service chosen. Because this has been regulated in the Commercial Law Law (KUHD) which is specifically regulated in Law Number 2 of 1992 concerning Insurance Business.

**KEYWORDS:** Insurance, e-commerce Security, Trust, Shopee

### I. INTRODUCTION

Indonesia is one of the countries that is quite high in internet usage. From survey data conducted in March 2023, quoted from the Indonesian Internet Service Providers Association (APJII), 210.03 million of the total population in Indonesia have used the internet (Indonesia, 2023). This proves that as many as 77.73% of Indonesian people are connected to the internet. With the results of data that shows a fairly high number of users, it shows that the internet is growing rapidly in Indonesia and it is still very possible to increase the number of users in the coming years. The rapid development of the internet, not infrequently changes the pattern of one's habits, one of which is shopping habits. This makes changes in consumer behavior from shopping offline to shopping online. Now people can make purchases only with the help of the internet and mobile phones, they can already place orders and just wait for the goods to arrive to be delivered to their homes. So that online shopping has become a phenomenon and sticks among the community, including for students. This change in behavior has driven the rise of e-commerce in Indonesia in recent years. The end of information technology (IT) has changed the paradigma in activities, has created new types and business opportunities, and created new types of jobs and careers in human work (Sutan Remy Sjahdeini, 2001). This picture is only a small part of the positive impact of the development of information technology (Disemadi, 2021). One of the most rapidly growing parts of the field of information technology is the internet (interconnection networking), which was originally only intended as a medium for disseminating information, but in the last few decades it has penetrated into other fields, one of which is in the field of economics, so that later terms such as electronic commerce (e-commerce) appeared. E-commerce (electronic commerce) is the purchase, sale and marketing of goods and services through electronic systems. So that consumers can more freely make transactions without limited space and time. E-commerce itself consists of several types and one type of e-commerce that is currently rife in Indonesia is e-commerce that has a type of C2C (consumer to consumer) (Rerung, 2018). C2C (consumer to consumer) e-commerce itself has a working system that makes a platform into a place where many sellers sell various types of goods and they have their own accounts that will later be used for transactions. So that platform providers here are considered as intermediaries or third parties between producers and consumers (Wong, 2013). The advantage of e-commerce is that it provides convenience for consumers in transacting because consumers do not have to meet physically. Customers can transact in various stores (online stores) 24 hours a day and seven days a week, with very fast access

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making it easier for buyers (consumers) to compare prices and make purchases, without having to leave home or office. In a matter of seconds, consumers can quickly acquire the goods or services they want, such as e-books, music, clothing, food or computer software. For sellers, e-commerce offers a way to cut expenses and ease in growing their store network. Sellers don't have to build a building, hire employees, or manage and maintain a store. Booking and recording finances are carried out by implementing a certain system so as to cut additional costs. E-commerce was initially not too glimpsed by people in Indonesia because at that time purchasing power was still low, infrastructure was inadequate. But over time people began to be interested in the presence of e-commerce because of the many benefits felt such as time and cost efficiency, providing convenience so that consumers can quickly search and get goods according to the available funds. In Indonesia itself there are various kinds of e-commerce brands such as Bukalapak, Tokopedia, Blibli, Lazada, Shopee that continue to compete. Here are the top 5 e-commerce with the highest level of competition:

Shopee as one of the e-commerce service providers that applies the type of C2C (Consumer to Consumer) e-commerce becomes an intermediary or third party that mediates between consumers and consumers in the purchase process. Shopee ranks first in monthly web visitors and is ranked first for app store ranking and play store ranking (Nasution et al., 2020). Shopee itself first entered Indonesia in December 2015 is still quite young as e-commerce has begun to occupy the top rank. Until mid-2023, more than 100 million people have downloaded the Shopee application on Playstore. Shopee provides a wide range of products from various categories such as beauty products, musical instruments, women's clothing, men's clothing, accessories, electronic equipment, household appliances, books and many more that can be purchased by consumers. Although the internet has proven to have provided various conveniences for business people, especially for consumers, in practice it is not free from adverse risks (Gultom, 2018). The security system that includes the internet network turns out to be potential to be entered by irresponsible parties. This encourages the thought of building a system that can secure e-commerce transactions (Yudi Siswadi, 2022). One of them is by using cryptographic technology. Several e-commerce service providers also develop their own technology, one of which is secure electronic transaction developed by Visa and Master Card (Solaiman, 2018). Secure electronic transaction technology is a transaction security protocol developed by Visa and Mastercard, specifically to secure credit card transactions over the internet (Tantimin, 2021). SET is the most commonly used system as a security system, this system is expected to become an international standard in the formation of security systems in e-commerce (Subekti, 2017). The problems that arise ranging from the risk of theft and manipulation can also occur in this system. In addition, the problem as said by Putri, a student of Mathematics Education UIN North Sumatra who is a user of the Shopee application as an online shopping medium, is that informants have experienced ordering goods but the goods do not come for months. Likewise, Sofia, a social science student of UIN North Sumatra who is a user of the Shopee application as an online shopping medium, said that the informant had bought 7 pasminah hijabs at one of the online shop stores at Shopee, but when the goods came, there were only 6 hijabs, but when asked for accountability, the online shop was not responsible for the goods that were lacking. To overcome the risk of loss due to the penetration of the security system in e-commerce and the possible risk of fraud experienced by consumers, the parties are trying to find ways to overcome it, one of which is through insurance institutions. Through insurance, the risks that are actually suffered by the transacting parties are transferred to other parties, namely insurance companies. Therefore, in this study, researchers will conduct research to find out the role of insurance in e-commerce transactions through shopee online shop and how to prove the existence of insurance agreements in shopee online shop transactions.

## **II. GRAND THEORY**

### **Security**

Security is a person's degree of confidence that the technology used to transmit sensitive information such as consumer data and financial transaction data is guaranteed security. Perceived security is always associated with the negative consequences that consumers may suffer if consumers intend to use a system. If the level of security is considered too low, then consumers are unlikely to be involved in using a transaction system (Susanto et al., 2023).

### **Trust**

Trust is all the knowledge possessed by the consumer and all the conclusions made by the consumer about the object, its attributes and benefits. Trust is a psychological area that is a concern to accept what is based on expectations of good behavior from others (Zulfahmi, 2018).

### **E-Commerce Transactions**

Electronic Commerce Transaction is a trade transaction between sellers and buyers to provide goods, services or take over rights. This contract is carried out with electronic media (digital medium) where the parties are not physically present and this

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medium is contained in a public network with an open system, namely the internet or world wide web. These transactions occur regardless of territorial boundaries and national requirements. Bai' as-salam is buying and selling where the provision of goods is postponed while the price of goods is paid immediately (Dhinarti & Amalia, 2019)

In general, the stages in electronic transactions through e-commerce can be sorted as follows:

1. E-customer and e-merchant meet in cyberspace through a server rented from an Internet Server Provider by the e-merchant.
2. Transactions through e-commerce are accompanied by terms of use and sales term conditions or standard clauses, which in general e-merchants have put agreement clauses on their websites, while e-customers if interested just choose the accept button.
3. Acceptance of e-customer through the "click" mechanism as a manifestation of the agreement which is certainly binding on the e-merchant.
4. When both parties reach an agreement, then followed by the payment process, which involves two intermediary banks from each party, namely the acquiring merchant bank and the issuing customer bank. The procedure is that the e-customer instructs the issuing customer bank for and on behalf of the e-customer to make a certain amount of payment on the price of goods to the acquiring merchant bank addressed to the e-merchant.
5. After the payment process is complete, it is followed by the process of fulfilling achievements by the e-merchant in the form of shipping goods in accordance with the agreement regarding the time of delivery and specifications of the goods.

## Legal Regulations

The existence of insurance in Indonesia is regulated in several laws including: Civil Code, Commercial Law Code (KUHD), Law of the Republic of Indonesia Number 2 of 1992 concerning Insurance Business.

The definition of insurance is clearly regulated in Article 246 of the Commercial Law Code which states:

"Insurance or coverage is an agreement, by which an insurer binds himself to an insured, by accepting a premium, to compensate him for a loss of damage or loss of expected profit, which he may suffer due to an indefinite event".

While Article 1 paragraph (1) of Law of the Republic of Indonesia No. 2 of 1992 concerning Insurance Business states that:

"Insurance or coverage is an agreement between two or more parties by which the insurer binds itself to the insured, by accepting the insurance premium, to provide compensation to the insured for loss, damage or loss of expected profits, or liability to a third party that the insured may suffer, arising from an uncertain event, or for payments based on the death or life of a person accountable"

From the definition above, several elements of insurance are drawn, namely:

1. Constitutes an agreement;
2. The presence of premiums;
3. There is an obligation of the insurer to provide reimbursement to the insured;
4. There is an event that is not necessarily certain.

## III. METHOD

This research uses descriptive qualitative research methods that are empirical, because the necessary information and data are extracted and collected from the field that are descriptive or interpret current or existing conditions (Tarigan, 2015). In this study using primary data and skunder (Nur Ahmadi Bi Rahmadi, 2016). Primary data was obtained from interviews with shopee application users as an online shopping medium and sampling was carried out by random sampling with 4 informants. While the skunder data in this study was obtained from the literature, the literature in question in this study was obtained from the results of risk and insurance studies in ensuring product safety and customer trust both from books, articles and searches related to this research. The data analysis used in this study starts from data collection, then researchers classify which ones can be used in this study. After obtaining data needs from the literature and then processed into data needs according to research (Sugiyono, 2019)

## IV. RESULT AND DISCUSSION

### The Role of Insurance in E-Commerce Transactions in the Shopee Application

The rapid development of e-commerce is gradually changing the way consumers buy goods and services. The increase in e-commerce through the Internet is widely seen as a positive aspect of the Internet Revolution, one of which is through Shopee (Setyawan & Wijaya, 2018). Shopee consumers are even more likely to get the desired item at the appropriate price, because it is easier for the average consumer to physically market and buy the item. The potential of e-commerce through shopee is that

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consumers can buy products and services that are very far away with just a few clicks. After changing the trading model from traditional to e-commerce or electronic transactions, there is a change by consumers. The development of consumer e-commerce has been the biggest revolution in human history, with ordinary e-commerce consumers, many products and services are offered to e-commerce consumers through various online shops such as shopee.

This is in accordance with what the informant said about the mechanism of the shopping system through the following shopee online shop:

1. Consumers choose what products to buy on the product page;
2. Then consumers can select the required items from the product page;
3. After that, consumers can immediately click the buy now option or enter the cart if they want to buy at a certain time;
4. After choosing the buy now option, consumers can choose to use what delivery service they want;
5. Then consumers also use shopping vouchers and shopee coins;
6. After that consumers can choose the desired payment method;
7. Then place an order.

From how easy it is to checkout the shopee application, it does not escape the problems that will be caused. The issue of consumer protection against possible risks, and the issues that arise in online shops, are as important as the issues of e-commerce crime, the jurisdiction of the e-commerce world, and e-commerce taxes. In addition to the dynamics of the increasingly accessible mobile internet, communication behavior in the retail industry has also evolved from paper-based media to electronic media. The internet was originally just for disseminating information, eventually making increasingly active references, then later as a transaction medium (Fitriana, 2020).

Similarly, the transaction mechanism that was originally offline and payment and delivery are now online. Initially, payments were made indirectly using third-party services, but this led to direct payments between the parties to shopee users. In short, the trading pattern has evolved into one-stop shopping. This transaction contract includes goods/services contracts, payments, and delivery, so that information flows, money flows, and goods flows (Siti Asiah, 2023). Interestingly, this maps all variants that occur in supply chain management to the distribution channels of goods or services to consumers (Makarim, 2014).

This is in accordance with what was said by Putri, a student of Mathematics Education UIN North Sumatra who is a user of the Shopee application as an online shopping medium, that informants have experienced ordering goods but the goods did not come for months until finally submitting an order cancellation until the money back. However, it is different from what was experienced by Mayang from the department of sharia economic law UIN North Sumatra who is a user of the Shopee application as an online shopping medium that the informant once submitted an order that had been sent but did not arrive, but the seller did not allow it and the goods until after almost two months even though the goods wanted to be used in the near future from the time of order.

Unlike the case experienced by Sofia, a social science student of UIN North Sumatra who is a user of the Shopee application as an online shopping medium, the informant once bought 7 pasminah hijabs at one of the online shop stores at Shopee, but when the goods came there were only 6 hijabs, when the store was contacted but not responded. The same thing was also experienced by Rahmad, an Accounting student of UIN North Sumatra who was a user of the Shopee application as an online shopping medium, that the informant had bought a motorcycle at one of the shopee online stores, when the goods came and checked but did not work.

From the problems experienced by consumers, this is where the role of insurance in ensuring product safety and consumer trust should be. But in fact, buying and selling activities at shopee have actually been regulated in Article 1457 of the Civil Code, which is an agreement where one party promises to deliver the goods and the other party pays the promised price. Article 1313 of the Civil Code states that an agreement is an act of one person or binding oneself against one or more persons. If the buyer agrees or disagrees with the seller, the sale will be carried out as stipulated in Article 1458 of the Civil Code. The article states that:

"The sale and purchase is deemed to have taken place between the two parties, immediately after which these persons reach an agreement on the property and its price, even though the property has not been delivered, nor the price has not been paid".

In carrying out sales business in e-commerce such as Shopee, this can be done on the basis of an electronic contract in the form of a contract made and agreed upon by the parties (Y Yusrizal, 2020). An electronic agreement is considered valid if it complements the following factors, namely there is an agreement between the parties, carried out by a legal entity that can be

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represented or agreed in accordance with the provisions of laws and regulations, there are special problems, and the subject of the transaction must not be contrary to the law, and public order, and decency (Kamamruddin, 2020).

The validity of the agreement is attached to the completeness of the terms and conditions of the contract. Performance depends primarily on the agreement or agreement between the parties. When the factors that must be met for an electronic contract to be valid also meet Article 1320 of the Civil Code. The most striking thing about e-commerce is the strong correlation between the formation of contracts and the receipt of data messages containing contracts.

The importance of product liability law that follows the principle of absolute liability is to anticipate the current global trend that is increasingly focused on consumer protection from losses due to defective products such as those experienced by informants. This is because the current legal system is considered too beneficial for economic actors, while economic actors have a stronger economic position. In addition, the application of absolute liability in e-commerce businesses provides more legal protection to users when transacting. With the application of the principle of absolute responsibility, economic actors not only harm consumers, but are also very dangerous to bear, so it is important to maintain the quality of the products they produce.

Consumers do not hesitate to buy products from domestic and foreign manufacturers if manufacturers make products more carefully before being marketed on shopee. The application of the principle of absolute responsibility to the law does not mean that economic actors are not protected. Economic actors can also guarantee liabilities so as not to suffer significant financial difficulties. With the existence of safeguards as stipulated in the Consumer Protection Law, the validity and legal protection of these transactions are bound by the enactment of the Electronic Information and Transaction Law, this Law regulates the rights and obligations of consumers and violations in cyberspace using the e-commerce system.

At this time, online shops such as shopee are very important for insurance has been determined by the Commercial Law Code which is specifically regulated in Law Number 2 of 1992 concerning Insurance Business. Article 246 of the Criminal Code defines the definition of insurance or indemnity as follows (Law, 1992):

"Insurance or coverage is an agreement, by which an insurer binds himself to an insured, by accepting a premium, to compensate him for an expected loss, damage or loss of profit, which he may suffer due to an indeterminate event".

Insurance Business Law No. 2 of 1992 is more specific regarding the explanation of insurance or coverage, stating:

"Insurance or coverage is an agreement between two or more parties by which the insurer binds itself to the insured by accepting insurance premiums to provide reimbursement to the insured for loss, damage, or loss of expected profits, or legal liability to third parties that the insured may suffer arising from an uncertain event, or to provide a payment based on death or the life of an insured person".

The explanation listed, can be interpreted then insurance must have 4 (four) components, namely:

1. An agreement that forms the basis for entering into a contract between both parties (the insured and the insurance company) and simultaneously establishing a civil relationship;
2. Premium in the form of a sum of money that can be paid by the insured to the insurer;
3. The insured will be insured by the insurance company in case of damage or at the end of the contract period;
4. There are incidents or accidents that do not always occur.

In this explanation, it can be seen that shopee is a product that has insurance, because shopee activities must not make profits or losses desired by any party. Insurance in the electronic commerce business that can be known as cyber assurance. The parties involved in shopee, including certificate authority institutions, merchants, buyers, are actually parties who play a very important role in the sustainability of shopee's online shope. Acting as shopee security when shopee companies hand over their website security to a certificate authority institution to enable fully protecting their shopee website from cybercrime attacks (Anugerah & Disemadi, 2022).

In the end, the certificate authority agency (LOS) will transfer the risk it bears to the insurance company through an insurance contract between the insurance company and an insurance contract between the certificate authority agency (LOS) and the insurance company. An insurance contract between a certification body and an insurance company is essentially liability insurance because the insured becomes the liability of the LOS due to the disclosure of collateral in electronic commerce and losses between the parties. The insurer's obligation to hand over the gift to the insured is the surrender of compensation. Insurance company coverage for e-commerce insurance is shared if the insured faces an event where the insured is unable to perform professional services, or if the insured determines that the service is legally liable.

If we see from the provisions of Article 256 of the Criminal Code regarding insurance contracts, that insurance agreement between the insurance company and the certificate authority institution must state (Law, 1992):

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1. The day the insurance is made;
2. The name of the person who covers the insurance on his own or on the dependents of a third person;
3. A fairly clear description of the insured object;
4. The amount of money for how much insurance is held;
5. Dangers borne by the seller at shopee;
6. When the hazard comes into effect for the seller's dependents and when the danger expires;
7. The insurance premium; and the amount of the insurance premium depends on the insured object.

In general, all circumstances that would be important for sellers and consumers in online shopee to know and all the conditions agreed between the parties. E-commerce insurance policies cover network security systems. Therefore, in the analysis above, it is very clear that the type of insurance provided between the insurance company and the Certificate Authority Agency is liability insurance that will guarantee to ensure the security and trust of shopee consumer customers.

### Proof of Insurance Agreement in Shopee Online Shop Transactions

As mentioned in the previous discussion, proving the existence of an insurance agreement in the online shop system through shopee is regulated in Articles 255, 257, and 258 of the KUHD. Article 255 of the Criminal Code states that insurance must be made in writing in a deed called a policy. However, if you look at Articles 257 and 258 of the Criminal Code, it seems that there is a contradiction.

Under Article 255, the policy appears to be the only evidence in the insurance agreement even though Article 257 and Article 258 do not state so. Article 257 of the Criminal Code states:

"The insured agreement is issued immediately after it closes; the reciprocal rights and obligations of the insurer and the insured from then on, even before the policy is signed"

Article 258 of the Criminal Code also confirms that:

"To prove the closure of the agreement, it is necessary to prove it in writing; However, other means of proof may be used as well, when there is already a beginning of proof by writing."

From the 2 articles above, it can be said that the policy is not an absolute condition for an insurance agreement, but only serves as evidence for the benefit of the insurer. However, that does not mean the policy is unnecessary, according to Emmy Pangaribu Simanjuntak the policy is perfect evidence of the agreement concerned and the absence of a policy may make it difficult to prove, because it contains the contents of the agreement along with the rights and obligations of the parties (Simanjuntak, 1980).

From the description above, it can be concluded that proving the shopee insurance agreement can be done by:

1. Policy, when the insurance agreement is made a policy;
2. Other evidence tools, originals there is already the beginning of proof with writing, when the police have not been made;
3. The casting oath, when the police and the beginning of proof with writing do not exist.

There are times when events that cause losses (evenement) can occur before the issuance of the policy by the insurance company, but the event occurs after the parties agree to make an insurance agreement. If the policy has not been made, to prove the existence of an insurance agreement, other evidence can be used besides the policy that can be used as a starting for proof such as: correspondence between the parties, insurance agent records, closing notes, and so on.

The same thing can be used to prove that an insurance agreement has occurred at shopee, another problem related to proof is the object (object) of insurance that has suffered a loss. In some cases, the court considers the data not tangible objects, so the criteria of "direct physical loss" or physical loss that must be shown as proof of loss as stated in conventional policies are not met. Furthermore, damage or loss from intangible assets (in shopee) is rarely caused by physical causes such as fire or flooding, but rather by computer viruses and hackers who are likely to hack personal data.

The above problem is clearly illustrated in the case that occurred when the informant experienced when shopping at shopee regarding incomplete goods, delivery of old goods, defective goods that the physical damage does not include data because it does not include tangible objects. From the case of informants, problems arise related to insurance objects. If the issue of insured objects/objects as described above is seen from the KUHD, then the discussion cannot be separated from the provisions on insurance objects in Indonesia, as stipulated in Article 268 of the KUHD, which states that:

"A liability may concern any interest which can be assessed with money, may be threatened with a jeopardy, and shall not be excluded by law"

Article 1 paragraph (2) of Law Number 2 of 1992 concerning Insurance Business, states that:



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"The objects of insurance are objects and services, life and body, human health, legal liability, and all other interests that may be lost, damaged, lost and/or diminished in value."

Looking at these two definitions, the losses experienced by the company above can actually be used as an object of insurance. The object of such interest can be valued with money and threatened with danger. In the case of the informant, the object of insurance is the legal responsibility of the producer as a service provider, considering that the KUHD does not explain that the damage that occurs is physical damage to objects that can be touched or not. Related to the use of lack of goods in the shopee security system, whether it is suitable to be used as an insurance object or not, it may be seen from the following conditions:

1. Bulk and Homogeneous, Bulk and homogeneous means that the goods to be insured must be many, the insurance company certainly cannot only cover one insured. In a SET transaction, interested parties can insure more than one of their interests.
2. Certain losses, Losses that will occur against shortages or smallpox of goods are suatau that will harm several parties. The insurance company will promise to pay for certain losses, caused by certain things at a certain time. It can be a benchmark for the term of this insurance is a period that has not expired from the certificate issued by the certificate authority.
3. Losses that occur are incidental, Losses that occur must not be the result of the intention of the interested party. Consumers in terms of the use of goods must not have control or influence on the events they want to insure.
4. Economic feasibility Ideally, an insured object is that there is a large possibility of loss but a small probability of occurrence. The value of losses that will be experienced by certificate authority institutions due to products that lack or fail to provide their services is very large
5. Probability can be calculated Probability in the seller's business at shopee can be calculated through the products used, of course, also by considering and reviewing technological developments.

From the description above, it can be seen that goods that are lacking or damage to goods can be insured, but for long shipments it is outside the insurance in the selected delivery service.

### V. CONCLUSION

From the results of research on the role of insurance in ensuring product security and customer trust in online shop transactions through shopee that the type of insurance provided between insurance companies and Certificate Authority Institutions is liability insurance that will guarantee to ensure the security and trust of shopee consumer customers. So that the agreement must meet the principles of loss insurance as stipulated in the Commercial Law Code. In the case of less goods or damage to goods can be insured, but for long shipments it is outside the insurance in the selected delivery service. Because this has been regulated in the Commercial Law Law which is specifically regulated in Law Number 2 of 1992 concerning Insurance Business.

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