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Consumer Protection of Damaged Goods with Protection Costs in E-commerce Platforms: An Analysis of Islamic Civil Law

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Abstract

This study examines the issue of legal protection for consumers against damaged goods that are still subject to protection fees on e-commerce platforms from the perspectives of positive law and Islamic jurisprudence (fiqh muamalah). The problem arises from the practice in which consumers, despite paying additional product protection fees, often face difficulties in obtaining compensation when the goods received are defective or not in accordance with the agreement. This research aims to analyze the forms of legal protection provided under Indonesian legislation, particularly Law Number 8 of 1999 concerning Consumer Protection and regulations governing electronic commerce, while also assessing the practice based on the principles of fiqh muamalah such as justice (al-'adl), the prohibition of gharar (uncertainty), the prohibition of tadlis (fraud), and the concept of khiyar (option rights). The study employs a normative juridical method using statutory and conceptual approaches and adopts a comparative analysis between positive law and Islamic law. Data were collected through library research involving primary, secondary, and tertiary legal materials. The findings indicate that under positive law, consumers are entitled to accurate information, compensation, and legal remedies; however, the regulation concerning product protection fees is not specifically governed, resulting in gaps in its implementation. From the perspective of fiqh muamalah, the imposition of protection fees is permissible as long as it upholds transparency, contractual clarity, and fairness, and does not contain elements of uncertainty or injustice. Therefore, regulatory strengthening and harmonization between positive law and Islamic principles are necessary to ensure fairer, more certain, and more effective consumer protection in e-commerce transactions.
Keywords: Consumer Protection; E-commerce; Damaged Goods; Islamic Civil Law.

Abstrak

Penelitian ini membahas pokok masalah mengenai bagaimana perlindungan hukum terhadap konsumen atas barang rusak yang tetap dikenakan biaya perlindungan pada platform e-commerce ditinjau dari perspektif hukum positif dan fikih muamalah. Permasalahan ini muncul karena dalam praktiknya konsumen sering kali telah membayar biaya perlindungan produk, namun tetap mengalami kesulitan memperoleh ganti rugi ketika barang yang diterima dalam keadaan cacat atau tidak sesuai. Penelitian ini bertujuan untuk menganalisis bentuk perlindungan hukum yang diberikan berdasarkan peraturan perundang-undangan di Indonesia, khususnya Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen serta regulasi terkait perdagangan melalui

sistem elektronik, sekaligus menelaah praktik tersebut berdasarkan prinsip-prinsip fikih muamalah seperti keadilan (al-'adl), larangan gharar, larangan tadlis, dan konsep khiyar. Penelitian ini menggunakan metode yuridis normatif dengan pendekatan perundang-undangan dan pendekatan konseptual, serta bersifat komparatif antara hukum positif dan hukum Islam, dengan teknik pengumpulan data melalui studi kepustakaan terhadap bahan hukum primer, sekunder, dan tersier yang relevan. Hasil penelitian menunjukkan bahwa secara hukum positif, konsumen memiliki hak atas informasi yang benar, kompensasi, dan ganti rugi, namun pengaturan mengenai biaya perlindungan produk belum diatur secara spesifik sehingga menimbulkan celah dalam pelaksanaannya. Sementara itu, dalam perspektif fikih muamalah, pengenaan biaya perlindungan dibolehkan sepanjang memenuhi prinsip transparansi, kejelasan akad, dan tidak mengandung unsur ketidakpastian atau merugikan salah satu pihak. Oleh karena itu, diperlukan penguatan regulasi dan harmonisasi antara hukum positif dan prinsip syariah agar perlindungan konsumen dalam transaksi e-commerce lebih adil, pasti, dan efektif.

Kata Kunci*:* Perlindungan Konsumen; E-commerce; Barang Rusak; Hukum Perdata Islam.

Introduction

The advancement of information and communication technology has significantly transformed modern commercial practices, particularly through the use of e-commerce platforms as convenient and efficient means of conducting commercial transactions.[1] Electronic transactions enable consumers to purchase goods and services without direct face-to-face interaction with business actors, thereby expanding market access and intensifying economic activity in the digital sphere.[2] Despite these advantages, however, e-commerce has given rise to various legal challenges, particularly concerning consumer protection when goods received are damaged, defective, or inconsistent with their advertised descriptions. These challenges become more complex when consumers are charged additional fees for product protection, yet encounter obstacles in obtaining compensation or replacement for defective goods. Such circumstances raise fundamental questions regarding the effectiveness of legal protection afforded to consumers within electronic commerce systems. Within a state governed by the rule of law, legal protection serves as an instrument for safeguarding the rights of legal subjects against potential harm arising from the actions of other parties.[3] The rapid development of digital commerce necessitates a consumer protection framework that not only adapts to technological advancements but also ensures legal certainty and substantive justice for consumers using e-commerce services.

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[1] Charles Ntumba, Samuel Aguayo, and Kamau Maina, "Revolutionizing Retail: A Mini Review of E-Commerce Evolution," *Journal of Digital Marketing and Communication* 3, no. 2 (2023): 100–110, https://doi.org/10.53623/jdmc.v3i2.365.

[2] Di Wu and Yibo Qiao, "Interwoven Spaces: How Interactions in Physical Space Facilitate Knowledge Exchange and Market Transactions in Virtual Space," *Geoforum* 151 (2024): 104010, https://doi.org/10.1016/j.geoforum.2024.104010; Melisa Trinanda Faisal and Muhammad Iqbal Fasa, "Transformasi Digital: Peran e-Commerce Dalam Pertumbuhan Ekonomi Digital Di Indonesia," *Jurnal Media Akademik (JMA)* 3, no. 4 (2025): 1–12, https://doi.org/10.62281/e0ae0685; Muh Ikhsan, Nasrullah bin Sapa, and Abdul Syatar, "Ekonomi Digital Dan Hukum Ekonomi Syariah: E-Commerce, Aset Digital Dan Implikasi Hukumnya Menurut Hukum Islam," *Socius: Jurnal Penelitian Ilmu-Ilmu Sosial* 3, no. 1 (2025): 69–75, https://www.ojs.daarulhuda.or.id/index.php/Socius/article/view/1968.

[3] Saida Dita Hanifawati, "Urgensi Penegakan Hukum Pidana Pada Penerima Pinjaman Kegiatan Peer To Peer Lending Fintech Ilegal Dan Perlindungan Data Pribadi," *Jurnal Penegakan Hukum Dan Keadilan* 2, no. 2 (2021): 162–72, https://doi.org/10.18196/jphk.v2i2.12181.

Conceptually, consumer legal protection is grounded in the principles of justice, legal certainty, and utility. It constitutes an effort by the state to safeguard citizens' rights against violations or harm arising from unlawful conduct.[4] In the context of commercial transactions, Law No. 8 of 1999 concerning Consumer Protection establishes the normative basis for consumers' rights to comfort, security, safety, accurate information, and compensation for losses resulting from the use of goods or services.[5] Furthermore, electronic commerce is governed by Law No. 7 of 2014 concerning Trade and Law No. 11 of 2008 concerning Electronic Information and Transactions, as amended by Law No. 19 of 2016, which provides a legal framework for electronic transactions and recognizes electronic contracts within the applicable legal framework, subject to the fulfillment of the relevant legal requirements.[6] From the perspective of contract law, the relationship between business actors and consumers remains subject to the principles of freedom of contract, good faith, and contractual balance. The digital nature of a transaction does not absolve business actors of their legal responsibilities for the goods they market. Such responsibilities remain applicable to electronic transactions, as they do to conventional commercial transactions, in accordance with the prevailing legal framework.

Consumer protection is grounded not only in positive law but also in the fundamental principles of Islamic law, particularly *fiqh muamalah* (Islamic commercial jurisprudence). In e-commerce transactions, these principles are particularly relevant to the imposition of product protection fees, especially when goods received are defective or inconsistent with the terms of the agreement. Islamic law emphasizes transparency and mutual consent in commercial dealings, prohibiting fraud, concealment of defects, and excessive uncertainty (*gharar*) concerning the subject matter of a contract.[7] Furthermore, Islamic jurisprudence recognizes *khiyar al-'ayb*, which grants buyers the right to seek remedies when defects are discovered in purchased goods, including the option to rescind the contract under applicable conditions.[8] The principle of liability also requires sellers to fulfill their contractual obligations and bear responsibility for goods sold. In contemporary digital commerce, the potential responsibility of e-commerce platforms must likewise be examined in light of their contractual roles, control over transactions, and involvement in providing product

[4] Yudi Prihartanto et al., "From Legal Formalism to Algorithmic Justice: Rethinking Consumer Protection in the Digital Economy," *Supremasi Hukum: Jurnal Kajian Ilmu Hukum* 14, no. 1 (June 29, 2025): 65–88, https://doi.org/10.14421/gqmmwr98.

[5] Nanda Kiki Permana and Muh. Jufri Ahmad, "Perlindungan Hukum Terhadap Konsumen Atas Ketidaksesuaian Spesifikasi Kendaraan Bermotor Menurut Undang-Undang No. 8 Tahun 1999 Tentang Perlindungan Konsumen," *COURT REVIEW: Jurnal Penelitian Hukum* 5, no. 03 (December 21, 2024): 115–29, https://doi.org/10.69957/cr.v5i03.1820.

[6] Lalu Heru Sujamawardi, "Analisis Yuridis Pasal 27 Ayat (1) Undang-Undang Nomor 19 Tahun 2016 Tentang Perubahan Atas Undang-Undang Nomor 11 Tahun 2008 Tentang Informasi Dan Transaksi Elektronik," *Dialogia Iuridica: Jurnal Hukum Bisnis Dan Investasi* 9, no. 2 (2018): 84–100, https://doi.org/10.28932/di.v9i2.974.

[7] Syawal Tawakkal Asdar et al., "Analisis Ekonomi Islam Terhadap Praktik E-Commerce Dalam Perspektif Fiqih Muamalah," *Media Riset Bisnis Manajemen Akuntansi* 1, no. 1 (2025): 84–98, https://doi.org/10.71312/mrbima.v1i1.339.

[8] Abdi Wijaya et al., "The Implementation of E-Commerce Consumer Option Rights (Khiyar) in Realizing Transaction Justice: A Study of Maqasid Al-Shariah," *Al-Manahij: Jurnal Kajian Hukum Islam* 17, no. 1 (2023): 69–82, https://doi.org/10.24090/mnh.v17i1.7673.

protection services.[9] Nevertheless, existing digital transaction practices may present challenges in compensation procedures, dispute resolution, and regulatory supervision, potentially undermining the effectiveness of consumer protection. These concerns highlight the need for a regulatory framework that integrates positive law with relevant principles of Islamic commercial jurisprudence. Such integration should ensure transparent fee arrangements, accessible remedies for defective products, and clearly defined responsibilities for sellers and platforms. By incorporating the principles of justice, transparency, and accountability, consumer protection in e-commerce can be strengthened in a manner consistent with both national legal requirements and the ethical foundations of Islamic law.

The problem examined in this study arises from the gap between the normative provisions established by legislation and their implementation in e-commerce transactions. Although positive law guarantees consumers the right to compensation when goods received do not conform to the agreement, product protection fees are often governed by platform-specific policies rather than detailed, dedicated statutory provisions. This situation creates potential legal uncertainty and divergent interpretations regarding the allocation of liability among business actors. From the perspective of *fiqh muamalah* (Islamic commercial jurisprudence), imposing additional fees without clear disclosure of their benefits or an appropriate balance of responsibilities may give rise to *gharar* (uncertainty) and injustice. Accordingly, this study examines the gap between existing legal provisions and actual e-commerce practices to assess how Indonesian positive law and Islamic commercial jurisprudence regulate product protection fees in electronic transactions.

Previous studies on consumer protection in online transactions can be categorized into four main aspects. First, studies have examined consumer protection from the perspectives of Indonesian positive law, Islamic economic law, and the normative principles governing consumer rights.[10] Second, research has focused on consumer rights and the obligations of business actors in digital commerce, particularly regarding product quality, information disclosure, and legal remedies for consumer disputes.[11] Third, studies on electronic contracts have investigated the validity of contractual terms, the formation of consumer consent, and the allocation of rights and obligations between parties in online transactions.[12] Fourth, research has addressed additional charges in

[9] Weijun Huang and Xiaoqiu Li, "The E-Commerce Law of the People's Republic of China: E-Commerce Platform Operators Liability for Third-Party Patent Infringement," *Computer Law & Security Review* 35, no. 6 (November 2019): 105347, https://doi.org/10.1016/j.clsr.2019.105347.

[10] Irwan Sugiarto and Hari Sutra Disemadi, "Consumers Spiritual Rights In Indonesia: A Legal Study Of Sharia Fintech Implementation In The Consumers Protection Perspective," *Jurnal IUS Kajian Hukum Dan Keadilan* 8, no. 3 (2020): 437–52, https://doi.org/10.29303/ius.v8i3.766.

[11] Caroline Cauffman and Catalina Goanta, "A New Order: The Digital Services Act and Consumer Protection," *European Journal of Risk Regulation* 12, no. 4 (2021): 758–74, https://doi.org/10.1017/err.2021.8; Mary Donnelly and Fidelma White, "Digital Content and Consumer Protection: An Empirical Study of Supplier Compliance with Consumer Information Obligations," *Computer Law & Security Review* 35, no. 6 (2019): 105343, https://doi.org/10.1016/j.clsr.2019.105343.

[12] F Lagioia et al., "AI in Search of Unfairness in Consumer Contracts: The Terms of Service Landscape," *Journal of Consumer Policy* 45, no. 3 (2022): 481–536, https://doi.org/10.1007/s10603-022-09520-9; Nur Melinda Lestari et al., "Legal Certainty and Sharia Digital Financing in Indonesia: From Legal Practice to Regulatory Reconstruction," *JURNAL INDO-ISLAMIKA* 15, no. 2 (December 26, 2025): 400–417, https://doi.org/10.15408/jii.v15i2.48753.

commercial transactions, particularly in relation to price transparency, fairness, and the disclosure of fees imposed on consumers.[13] Although these studies provide important insights into consumer protection in digital commerce, the specific issue of product protection fees as an additional contractual clause, particularly in transactions involving damaged goods, remains insufficiently examined. By evaluating these practices against the principles of justice, transparency, and accountability, this study contributes to the development of digital consumer protection scholarship and the discourse on harmonizing national consumer protection regulations with Islamic legal principles in contemporary commercial transactions.

This study aims to analyze the legal protection afforded to consumers who receive damaged goods despite having paid product protection fees under Indonesian positive law, examine the practice from the perspective of *fiqh muamalah* (Islamic commercial jurisprudence), and identify the similarities and differences between the two legal frameworks. The urgency of this research stems from the growing prevalence of digital transactions involving millions of Indonesian consumers, which underscores the need for an effective, clear, and equitable consumer protection system. In the absence of comprehensive regulation, product protection fees may create legal uncertainty and imbalances in the relationship between business actors and consumers. Furthermore, given Indonesia's Muslim-majority population, it is important to ensure that digital commercial practices remain consistent with the principles of Islamic law.

Research Methods

This study employs library research, drawing on written sources, including legislation, academic books, scholarly journals, and official documents concerning consumer protection for damaged goods subject to product protection fees on e-commerce platforms. It does not involve field observation but focuses on examining the issue through the frameworks of Indonesian positive law and *fiqh muamalah* (Islamic commercial jurisprudence). Two approaches are used: normative juridical and comparative. The normative juridical approach examines the relevant legal provisions and Islamic legal principles, while the comparative approach identifies similarities and differences between Indonesian positive law and *fiqh muamalah* regarding the rights and obligations of parties to sales transactions and the protection of consumers who suffer losses in e-commerce.

The data consist of primary, secondary, and tertiary sources, all obtained through library research. Primary sources include relevant legislation, particularly Law No. 8 of 1999 concerning Consumer Protection, Law No. 11 of 2008 concerning Electronic Information and Transactions and its amendments, as well as regulations governing electronic commerce and Islamic jurisprudential literature on sales transactions and consumer rights. Secondary sources comprise

[13] Fajri Zulia Ramdhani and A Hashfi Lutfi, "Sharia Norms and Digital Economy Practices: A Comparative Legal Analysis of Consumer Protection and E-Payment Regulation," *Asy-Syir'ah: Jurnal Ilmu Syari'ah Dan Hukum* 59, no. 2 (2025): 191–213, https://doi.org/10.14421/ajish.v59i2.1594; Jocelyn D. Evans and Timothy Jones, "The Ethical Implications of Cryptocurrency ATMs: A Call for Stronger Regulation and Legislative Action," *Journal of Business Ethics* 205, no. 3 (2026): 599–612, https://doi.org/10.1007/s10551-025-06126-2.

academic books, journal articles, theses, dissertations, and relevant opinions of legal scholars and Islamic jurists. Tertiary sources, including legal dictionaries, encyclopedias, and regulatory indexes, are used to clarify relevant terms, concepts, and legal references.

Data were collected by reviewing legislation, *fiqh muamalah* literature, academic publications, and previous studies relevant to the research topic. The collected materials were analyzed using a descriptive-analytical method, involving the systematic examination and interpretation of legal sources to assess the alignment, differences, and relationship between positive law and Islamic legal principles. Data reliability was maintained by prioritizing authoritative legal sources, consulting credible academic literature, and cross-checking relevant references to ensure consistency and accuracy in the interpretation of the materials.

Results and Discussion

Analysis of Islamic Commercial Jurisprudence on Consumer Legal Protection for Damaged Goods on E-Commerce Platforms

1. Consumer Protection in the Principles of *Fiqh Muamalah*

From the perspective of Islamic law, consumer protection in e-commerce transactions is grounded in justice, mutual consent (*'an tarāḍin*), and the prevention of uncertainty (*gharar*) that may undermine contractual fairness.[14] Muhammad Majdy Amiruddin and his colleagues emphasize that business actors bear moral and legal responsibilities for the quality of the goods they sell. When the goods received by consumers do not conform to the agreed specifications, consumers are entitled to seek appropriate remedies or compensation.[15] This principle is consistent with *fiqh muamalah*, which requires sales contracts to fulfill the prescribed pillars and conditions, including clarity concerning the object of sale.[16] Such requirements are particularly important in electronic transactions, where consumers cannot physically inspect goods before completing a purchase.

Consumer protection in Islamic commercial jurisprudence is further supported by the principles of *'adl* (justice), honesty, transparency, the prohibition of *gharar*, and *ta'āwun* (mutual assistance).[17] These principles provide a normative basis for evaluating contemporary commercial practices, including the imposition of product protection fees during checkout on e-commerce

[14] Fatihah Zakiya Aqmal, Muthoifin, and Sana Ashraf, "Legal Protection Against Gharar in Sharia E-Commerce: A Consumer Law Analysis in Support of the SDGs," *Profetika: Jurnal Studi Islam* 26, no. 2 (2025): 615–30, https://doi.org/10.23917/profetika.v26i02.12036; Asep Koswara, Lina Herlina, and Neni Kurniawati, "Rethinking Gharar in Digital Business Subscriptions: A Sharia Perspective on Automatic Renewal Practices," *Journal of Islamic Law on Digital Economy and Business* 1, no. 2 (February 27, 2026): 139–51, https://doi.org/10.20885/JILDEB.vol1.iss2.art3.
[15] Muhammad Majdy Amiruddin et al., "Harmonizing Tradition and Sharia: Istishab in Managing a Deferred Non-Negotiated Fish Transactions in Indonesia," *Mazahibuna: Jurnal Perbandingan Mazhab* 6, no. 1 (2024): 178–97, https://doi.org/10.24252/mazahibuna.vi.51573.
[16] Irlina Dewi et al., "Legality Of E-Commerce Transactions: A Comparative Analysis Of Islamic Law And Indonesian Civil Law," *Nuansa Akademik: Jurnal Pembangunan Masyarakat* 10, no. 2 (December 10, 2025): 601–24, https://doi.org/10.47200/jnajpm.v10i2.3207.
[17] Ainul Masruroh, *Etika Dan Perlindungan Konsumen Dalam Islam* (Filosofis Indonesia Press, 2024).

platforms.[18] From the perspective of *maqāṣid al-sharī'ah*, consumer protection is closely associated with the preservation of wealth (*ḥifẓ al-māl*) and the realization of public welfare (*maṣlaḥah*).[19] Consequently, contractual arrangements that impose disproportionate risks on consumers or deny them reasonable remedies for damaged goods require careful examination in light of these principles.

The principle of justice requires a fair distribution of rights and obligations between contracting parties. Sellers must deliver goods that correspond to the descriptions and specifications agreed upon, while consumers are entitled to seek remedies when the goods received are defective or damaged. Information asymmetry and standard contractual clauses that unfairly restrict consumer rights may undermine this balance. Therefore, the legitimacy of product protection fees cannot be assessed solely by their commercial purpose; it must also be evaluated in terms of transparency, contractual fairness, and the actual protection afforded to consumers.

2. *Gharar* and the Legitimacy of Product Protection Fees

The prohibition of *gharar* is an important foundation for assessing the legitimacy of product protection services in electronic commerce.[20] In a hadith narrated by Muslim, the Prophet Muhammad prohibited transactions involving *gharar* (Ṣaḥīḥ Muslim, no. 1513). This prohibition underscores the importance of avoiding material uncertainty in contractual arrangements, particularly uncertainty concerning the subject matter, contractual obligations, and the rights of the parties.

Applied to e-commerce, this principle requires sellers and platforms to provide accurate and accessible information about the products offered, the terms of purchase, and the remedies available when goods are damaged or inconsistent with their descriptions. Product protection fees raise additional concerns when consumers are not adequately informed about the scope of coverage, the party responsible for compensation, the claim procedure, or the circumstances under which claims may be rejected.[21] When such information is unclear, consumers may pay for protection without understanding the benefits to which they are entitled. This situation may undermine the principles of transparency and mutual consent that underpin valid commercial dealings in Islam.

Nevertheless, not every product protection fee necessarily constitutes *gharar*. Its assessment depends on the contractual structure, the clarity of the benefits provided, and the allocation of risks and responsibilities. A protection service with clearly defined coverage, exclusions, claim procedures, and compensation obligations may be consistent with Islamic commercial principles, provided that

[18] Jamaludin Hasan et al., "Pseudo-Consent in Indonesian Digital Commerce: Reframing Hurriyah at-Ta'aqud through Maqasid Systems Analysis," *Kawanua International Journal of Multicultural Studies* 6, no. 2 (2025): 262–78, https://doi.org/10.30984/kijms.v6i2.1874.
[19] Oktri Defilania et al., "Legal Pluralism and Maqasid Al-Shari'ah in Regulating Cooperative Finance under Indonesia's Financial Services Authority," *Az-Zarqa': Jurnal Hukum Bisnis Islam* 17, no. 1 (2025): 1–21, https://doi.org/10.14421/az-zarqa.v17.i1.4344.
[20] Aaizulrahman Fikra, "An Islamic Law Perspective on Online Buying and Selling Without Direct Inspection of Goods (Bay' Al-Ghaib) in E-Commerce Practices," *SYARIAT: Akhwal Syaksiyah, Jinayah, Siyasah and Muamalah* 1, no. 4 (2025): 206–14, https://doi.org/10.35335/ha7pps79.
[21] Joanne Atkinson, "A Behavioural Analysis of the Future of Collective Redress for Financial Consumers Following the Supreme Court Decision in Merricks v Mastercard," *Liverpool Law Review* 44, no. 1 (2023): 83–106, https://doi.org/10.1007/s10991-022-09320-8.

its underlying contract and operational arrangements comply with the relevant requirements of Islamic law. Conversely, charging consumers an additional fee without clearly specifying the service provided or the obligations assumed by the provider raises concerns about contractual uncertainty and fairness.

The distinction between the seller's existing obligations and additional protection services is particularly important. The seller's responsibility to deliver goods in accordance with the contract should not automatically be transferred to consumers through an additional fee. Where product protection merely provides access to remedies that consumers are already entitled to receive under applicable law or the original sales agreement, the justification for charging a separate fee requires closer scrutiny. By contrast, an additional service offering clearly defined benefits beyond the seller's existing obligations may be assessed according to the nature and terms of the relevant contract.

3. Product Protection Services in the Framework of *Maqāṣid al-Sharīʿah*

The development of digital commerce requires Islamic commercial jurisprudence to assess not only the formal validity of contracts but also their practical consequences for consumer welfare. The framework of *maqāṣid al-sharīʿah* provides a useful basis for this assessment, particularly through the objective of preserving wealth (*ḥifẓ al-māl*).[22] This objective supports the protection of consumers against avoidable financial losses and the establishment of fair mechanisms for resolving disputes arising from damaged goods.

The legitimacy of a protection service therefore depends on whether its contractual structure promotes genuine protection or merely creates an additional commercial burden.[23] A transparent service that establishes clear responsibilities, reasonable compensation mechanisms, and accessible claim procedures may support the preservation of wealth and the principle of mutual assistance. However, a service that imposes fees without corresponding benefits, obscures the allocation of liability, or makes compensation practically inaccessible may conflict with the objectives of Islamic law.

Contemporary Islamic jurisprudence also distinguishes between conventional insurance arrangements and Islamic insurance (*takāful*). Conventional insurance has been subject to scholarly criticism concerning *gharar*, *ribā* (usury or interest), and *maysir* (gambling), depending on the contractual structure and the manner in which risk and funds are managed. Islamic insurance seeks to address these concerns through mechanisms of mutual assistance, including contributions to a *tabarruʿ* fund, subject to the applicable Sharia requirements.[24] Accordingly, product protection services organized through a properly structured *takāful* arrangement may offer a viable model for

[22] Muhammadong Muhammadong, "The Role of Maqāṣid Al-Sharīʿah in Promoting Sustainable Development: A Study Within Islamic Legal Framework," *Jurnal Budi Pekerti Agama Islam* 3, no. 5 (2025): 136–46, https://doi.org/10.61132/jbpai.v3i5.1508.
[23] G. Howells, "Protecting Consumer Protection Values in the Fourth Industrial Revolution," *Journal of Consumer Policy* 43, no. 1 (2020): 145–75, https://doi.org/10.1007/s10603-019-09430-3.
[24] Md. Habibur Rahman and Nur Suhailah Zakiyyah Binti Aziz, "A Critical Study of Tabarrù (Donation)-Based Takaful Models: Determining Tàawun (Mutual Assistance) as the Underlying Notion of Takaful," *Journal of Islamic Accounting and Business Research* 17, no. 8 (2026): 2861–76, https://doi.org/10.1108/JIABR-12-2023-0457.

risk-sharing in e-commerce. Nevertheless, their compliance with Islamic law must be assessed on the basis of the actual contract, fund management, and risk-allocation mechanism rather than the use of the term *takāful* alone.

This distinction is important because a product protection fee does not automatically constitute an insurance contribution. Depending on its structure, the fee may represent payment for a service, a contractual guarantee, or participation in a risk-sharing arrangement. Each structure requires a separate assessment of its legal characteristics and Sharia compliance. The relevant question is therefore not merely whether a platform charges an additional fee, but whether the fee corresponds to a clearly defined and legitimate contractual arrangement that provides meaningful protection to consumers.

4. *Khiyār al-ʿAyb*, *Ḍamān*, and *Takāful* as Instruments of Consumer Protection

Islamic commercial jurisprudence provides several legal instruments relevant to consumer losses arising from damaged goods and the use of paid product protection services. These include *khiyār al-ʿayb* (the option to rescind a sale because of a defect), *ḍamān* (liability or the obligation to provide compensation), and *takāful* (Islamic mutual protection). Although these mechanisms serve different functions, they can complement one another in establishing a consumer protection framework based on justice, transparency, and accountability.

a. *Khiyār al-ʿAyb*: The Consumer's Right to Seek Remedies

Khiyār al-ʿayb grants a buyer the right to seek rescission of a sales contract when a qualifying defect is discovered in the purchased goods, subject to the applicable rules of Islamic jurisprudence. This doctrine is particularly relevant to e-commerce because consumers generally cannot inspect goods physically before completing a transaction. Consequently, defects may only become apparent after delivery.

The principle requires sellers to disclose known defects and deliver goods in accordance with the agreed specifications. When goods arrive damaged or contain undisclosed defects, the buyer may be entitled to rescind the contract or pursue another remedy recognized under the applicable legal framework and contractual arrangement.[25] The precise remedy depends on the nature of the defect and the relevant rules governing the transaction.

In the context of e-commerce, *khiyār al-ʿayb* provides a normative basis for policies on returns, replacements, and refunds. Platforms should therefore establish accessible procedures through which consumers can report defects and obtain appropriate remedies.[26] Importantly, this protection arises from the rights associated with the sales contract and should not automatically depend on whether consumers purchase an additional product protection service. Charging an

[25] Fatima Kassab Hmoud Al-Khalidi, "From Taghrir to Trust: A Comparative Study of Misrepresentation Challenges in Online Sales Contracts Within Islamic Law and the Jordanian Legal Framework," in *Contemporary Business Research in the Islamic World*, 2024, 297–322, https://doi.org/10.1007/978-981-97-5400-7_17.
[26] Ramiro Goncalves et al., "Evaluation of E-Commerce Websites Accessibility and Usability: An e-Commerce Platform Analysis with the Inclusion of Blind Users," *Universal Access in the Information Society* 17, no. 3 (2018): 567–83, https://doi.org/10.1007/s10209-017-0557-5.

additional fee must not be used to obscure or improperly restrict rights that consumers already possess under applicable law.

b. *Ḍamān*: Liability for Losses and Damage

The concept of *ḍamān* establishes the principle that a party may be required to compensate for loss or damage for which that party is legally responsible. In e-commerce transactions, this principle is relevant to determining liability when goods are damaged before, during, or after delivery. Responsibility may depend on the seller's conduct, the platform's contractual commitments, the delivery provider's handling of the goods, and the applicable rules governing the transfer of risk.

The allocation of responsibility should therefore be clearly established among sellers, e-commerce platforms, and delivery providers. A platform's involvement in facilitating a transaction does not, by itself, establish automatic liability for every damaged product. Its responsibility must be assessed in light of its contractual role, representations to consumers, control over the relevant service, and any applicable statutory obligations. Similarly, a delivery provider's liability depends on the circumstances of the damage and the terms governing its services.

Clear contractual arrangements and effective complaint procedures can help consumers identify the responsible party without facing unnecessary administrative barriers. Such arrangements may also reduce the perceived need to purchase additional protection merely to obtain a remedy for damage attributable to a party already responsible under the relevant legal framework. From the perspective of *fiqh muamalah*, the application of *ḍamān* thus reinforces accountability and helps prevent the unfair transfer of losses to consumers.

c. *Takāful*: Collective Risk-Sharing in Digital Commerce

In addition to remedies arising from the sales contract and liability for damage, *takāful* offers a collective approach to managing risks that may arise in commercial transactions. Based on mutual assistance and the use of *tabarru'* contributions, a properly structured Islamic insurance arrangement may provide compensation in accordance with its contractual terms and applicable Sharia requirements.

The application of *takāful* to e-commerce may provide an alternative for consumers who wish to obtain additional protection against specified risks.[27] However, its legitimacy depends on transparent contractual terms, appropriate fund management, clearly defined coverage, and compliance with relevant Sharia and regulatory requirements. Cooperation between e-commerce platforms and authorized Islamic insurance providers may help establish a more accountable system for processing claims and compensating consumers.

The distinction between *takāful* and ordinary product protection services must nevertheless be maintained. A platform's internal protection program cannot be regarded as Sharia-compliant insurance merely because it is described as a protection scheme. Its contractual form, management

[27] Muhammad Yusuf Bahtiar, "Integrating Islamic Social Finance and Islamic Fintech for Household Financial Resilience in Indonesia," *Journal of Islamic Economics and Finance* 1, no. 2 (2025): 84–96, https://doi.org/10.64845/al-mudayanah.v1i2.61.

of contributions, allocation of risk, and compensation obligations must be examined before its compliance can be determined.

Taken together, *khiyār al-ʿayb*, *ḍamān*, and *takāful* provide complementary approaches to consumer protection. The first safeguards the buyer's rights when defects are discovered, the second establishes the basis for liability and compensation, and the third offers a mechanism for collective risk-sharing. Their application to e-commerce should be guided by the principles of justice, transparency, and the preservation of wealth, while remaining consistent with Indonesia's applicable consumer protection and electronic transaction regulations.

The central implication is that effective consumer protection should not depend exclusively on additional fees imposed at checkout. Sellers must fulfill their contractual obligations, platforms must clearly disclose the scope of any protection service they offer, and compensation mechanisms must be accessible and enforceable. Integrating these requirements with the principles of *fiqh muamalah* and *maqāṣid al-sharīʿah* can provide a stronger normative foundation for fairer and more accountable digital commerce.

Legal Protection of Consumers for Damaged Goods on E-Commerce Platforms under Indonesian Positive Law

1. The Legal Framework for Consumer Protection in Electronic Commerce

Consumer protection in Indonesia is primarily governed by Law No. 8 of 1999 concerning Consumer Protection (UUPK), which establishes the rights of consumers and the corresponding obligations of business actors.[28] Article 4 recognizes consumers' rights to comfort, security, and safety in using goods and services; to choose goods and services; to obtain accurate, clear, and honest information; to express complaints; to receive advocacy and dispute resolution; and to obtain compensation or replacement when goods or services do not conform to the agreement. These rights provide the normative foundation for protecting consumers who receive damaged or defective goods through e-commerce platforms.

Consumer protection operates through preventive and remedial mechanisms. Preventive protection seeks to prevent violations before they occur by requiring business actors to provide accurate product information, maintain product quality, and comply with applicable consumer protection standards. These obligations are particularly important in electronic commerce because consumers generally rely on descriptions, photographs, specifications, and other information displayed on digital platforms when deciding whether to purchase a product.[29] Inaccurate descriptions or the concealment of defects may undermine informed consent and expose consumers to financial losses.

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[28] Amirullah et al., "Consumer Protection in Electronic Transactions: Normative Gaps and Legislative Reform in Indonesian Digital Commerce Law," *Jurnal Cakrawala Hukum* 16, no. 2 (2025): 97–112, https://doi.org/10.26905/idjch.v16i2.15646.

[29] Hosam Al-Samarraie et al., "Packaging Design Elements and Consumers' Decision to Buy from the Web: A Cause and Effect Decision-making Model," *Color Research & Application* 44, no. 6 (2019): 993–1005, https://doi.org/10.1002/col.22427.

Remedial protection, meanwhile, provides mechanisms for addressing violations that have already occurred. Under Article 19 of the UUPK, business actors are responsible for providing compensation for damage, pollution, or losses suffered by consumers as a result of the goods or services they produce or trade, subject to the applicable statutory provisions.[30] Compensation may take the form of refunds, replacement goods, or other forms of redress recognized by law. Consumers may also pursue dispute resolution through the Consumer Dispute Settlement Agency (*Badan Penyelesaian Sengketa Konsumen*, BPSK) or the courts, in accordance with the applicable procedures.

These protections also apply to electronic commerce. Government Regulation No. 80 of 2019 concerning Trading Through Electronic Systems (PMSE) establishes additional requirements governing electronic commercial transactions, including the provision of relevant information and the handling of consumer complaints. The regulatory framework therefore extends beyond the general rights established by the UUPK to address the particular characteristics of digital transactions. Nevertheless, the existence of legal provisions does not necessarily ensure that consumers can exercise their rights effectively. Complicated complaint procedures, lengthy processing times, and restrictive standard contractual terms may prevent consumers from obtaining timely remedies.

2. Consumer Remedies and Obstacles to Claim Settlement

Consumers who receive damaged goods may seek refunds, replacement products, or compensation, depending on the circumstances of the transaction and the applicable legal provisions. Claims may initially be submitted through the complaint and dispute resolution mechanisms provided by the e-commerce platform. If these mechanisms fail to resolve the dispute, consumers may pursue other available remedies, including proceedings before the BPSK or the courts.

Despite the availability of these mechanisms, several practical obstacles may limit their effectiveness. Consumers may be required to submit photographs, videos, delivery records, or other evidence demonstrating that the goods were damaged. Platforms may also impose deadlines for submitting complaints and specific procedures for verifying claims. Although such requirements may serve legitimate administrative purposes, they can become problematic when the procedures are unclear, excessively restrictive, or difficult for consumers to satisfy.

Differences in complaint handling standards between platforms may further complicate the exercise of consumer rights. A consumer's ability to obtain compensation may consequently depend not only on the applicable legal framework but also on the transparency of the platform's policies and the accessibility of its dispute resolution mechanisms. These circumstances demonstrate the

[30] Meylane Carmelia Manek and Gatot P. Soemartono, "Legal Liability of Business Actors for Prohibited Products: A Juridical Review of the Consumer Protection Law and the Health Law," *Jurisprudensi: Jurnal Ilmu Syariah, Perundang-Undangan Dan Ekonomi Islam* 17, no. 1 (2025): 367–81, https://doi.org/10.32505/jurisprudensi.v17i1.11539.

importance of ensuring that internal platform procedures do not undermine statutory consumer rights.

Standard contractual clauses also require particular attention. Article 18 of the UUPK prohibits certain standard clauses that unfairly transfer responsibility, restrict consumers' rights to return goods, or otherwise contravene the statutory restrictions on such clauses. Contractual provisions that seek to exclude all responsibility for defective goods cannot automatically be regarded as valid merely because consumers have accepted the platform's terms and conditions. Their validity must be assessed against the applicable consumer protection legislation.

3. The Allocation of Liability among Sellers, Platforms, and Delivery Providers

Determining responsibility for damaged goods is one of the principal challenges in electronic commerce, particularly when a transaction involves a third-party seller, an e-commerce platform, and a delivery provider. The allocation of liability must be assessed according to the legal obligations and actual roles of the parties involved rather than assumed to rest exclusively with one party in every case.

Sellers generally bear responsibility for delivering goods that conform to the agreed specifications and for fulfilling their obligations under the sales contract. If the goods are defective, inaccurately described, or otherwise inconsistent with the agreement, the seller's liability must be assessed under the UUPK, the relevant contractual provisions, and other applicable laws. The seller's responsibility cannot simply be displaced by directing consumers to purchase an additional protection service.

The legal position of an e-commerce platform requires a more contextual assessment. A platform may primarily provide the digital infrastructure through which independent sellers and consumers conduct transactions. However, its actual functions may extend to payment processing, seller verification, product promotion, inventory management, delivery arrangements, and the provision of warranties or protection services. These functions may affect the scope of its legal obligations.

The platform's involvement in a transaction does not automatically establish liability for every damaged product. Conversely, its status as an intermediary does not necessarily exempt it from responsibility for its own contractual commitments or violations of applicable statutory obligations. Where a platform directly sells goods, provides a specific guarantee, or assumes responsibility for a protection service, its obligations must be examined in light of the relevant contractual arrangements and its actual conduct. The distinction between a passive intermediary and a platform performing more direct commercial functions is therefore relevant to determining the appropriate allocation of liability.

Delivery providers may also be responsible when damage occurs during transportation and is attributable to their handling of the goods or breach of their contractual obligations. Establishing liability requires consideration of the circumstances of the damage, the distribution of contractual responsibilities, and the applicable rules governing delivery and risk transfer. Although the

involvement of several parties may complicate the process of proving responsibility, this complexity should not automatically result in consumers bearing losses for which another party is legally accountable.

The applicable framework should therefore promote clear contractual arrangements among sellers, platforms, and delivery providers, together with accessible procedures for determining responsibility. Such arrangements can reduce uncertainty, facilitate compensation, and prevent consumers from being caught between parties that deny responsibility for the same loss.

4. The Legal Status of Paid Product Protection Services

The emergence of paid product protection services on e-commerce platforms raises a distinct legal question: whether the fee purchases an additional service, forms part of a contractual guarantee, or constitutes an insurance product subject to specific regulatory requirements. These categories should not be treated as interchangeable because each may entail different contractual obligations and regulatory consequences.

Where a platform offers product protection during checkout, consumers should be informed clearly about the nature of the service, the risks covered, the applicable exclusions, the duration of protection, and the procedures for submitting claims. The identity of the party responsible for providing compensation must also be disclosed. Without such information, consumers may have difficulty determining what protection they have purchased and whether the service provides meaningful benefits beyond the rights already available under the original sales contract and consumer protection legislation.

The distinction between statutory consumer rights and additional protection benefits is fundamental. A fee should not be used to make consumers pay for rights that the seller or another responsible party is already legally obliged to fulfill. For example, where a seller is required to provide an appropriate remedy for defective goods, the availability of that remedy should not automatically depend on the consumer's purchase of an optional protection service. Any additional fee must therefore be evaluated in relation to the actual benefits provided and the obligations assumed by the service provider.

The classification of a protection service also determines the relevance of sector-specific regulation. If the arrangement constitutes an insurance product, the applicable insurance legislation and regulatory requirements must be considered. Where it instead constitutes an internal platform service or contractual guarantee, its legal assessment must focus on the nature of the undertaking, the applicable consumer protection requirements, and the platform's contractual obligations. The use of terms such as *insurance*, *guarantee*, or *protection* is not, by itself, sufficient to determine the legal classification of the service.

This distinction is particularly important when platforms administer claims themselves. If the same platform markets the protection service, collects the fee, determines the eligibility of claims, and decides whether compensation will be granted, questions may arise concerning transparency, accountability, and potential conflicts of interest. Such arrangements do not necessarily establish

unlawful conduct, but they require clear procedures, accessible explanations for claim decisions, and effective avenues for challenging disputed outcomes.

An adequate regulatory framework should therefore clarify the legal classification of different protection arrangements and identify the obligations of the parties providing them. It should also establish clear disclosure requirements, reasonable claim processing standards, and appropriate dispute resolution mechanisms. Where an arrangement falls within the scope of insurance regulation, compliance with the relevant authorization and supervisory requirements must be ensured.

5. Strengthening Legal Accountability in E-Commerce

The analysis indicates that consumer protection for damaged goods cannot be addressed solely by establishing a general right to compensation. Effective protection also requires clear rules on the allocation of liability, transparent contractual terms, and practical procedures through which consumers can enforce their rights. These requirements become particularly important when paid product protection services introduce an additional contractual relationship alongside the original sales transaction.

Several regulatory measures merit consideration. First, the legal classification of paid protection services should be clarified to distinguish internal platform programs, contractual guarantees, and regulated insurance products. Second, platforms should provide standardized and accessible information concerning coverage, exclusions, claim deadlines, compensation procedures, and the parties responsible for fulfilling claims. Third, standard contractual clauses that unlawfully restrict consumer rights should be subject to effective enforcement. Fourth, claim handling procedures should provide clear reasons for rejection and access to appropriate dispute resolution mechanisms.

The responsibilities of platforms that market or administer protection services also require greater clarity. Their obligations should correspond to the commitments they make to consumers and the functions they perform in the transaction. Independent oversight may be appropriate where required by the nature of the service or the applicable regulatory framework, particularly for protection arrangements involving significant financial exposure or regulated insurance activities.

Finally, coordination among the UUPK, Government Regulation No. 80 of 2019 concerning PMSE, relevant trade regulations, and insurance legislation is necessary to reduce regulatory uncertainty and prevent gaps in consumer protection. Such coordination should preserve the distinction between the seller's underlying obligations and the additional benefits offered through paid protection services.

Ultimately, the effectiveness of legal protection in e-commerce depends on ensuring that consumers can obtain appropriate remedies without being subjected to unclear contractual terms or unnecessary procedural barriers. A framework that combines enforceable consumer rights, proportionate allocation of liability, transparent protection services, and effective supervision can strengthen legal certainty and accountability in Indonesia's digital marketplace.

A Comparison of Indonesian Positive Law and Fiqh Muamalah in Protecting Consumers against Damaged Goods on E-Commerce Platforms

Indonesian positive law and *fiqh muamalah* share a common concern with protecting consumers from unfair treatment in commercial transactions. Under Indonesian law, this commitment is reflected in Law No. 8 of 1999 on Consumer Protection, which recognizes consumers' rights to safety, comfort, accurate information, and compensation for losses. A comparable concern can be found in the *maqāṣid al-sharīʿah*, particularly the protection of property (*ḥifẓ al-māl*) and the pursuit of justice in economic relations.[31] Both frameworks also reject deception and misleading information. Law No. 8 of 1999 and Government Regulation No. 80 of 2019 on Trading Through Electronic Systems require business actors to provide clear and accurate information, while *fiqh muamalah* prohibits *taghrīr* (deceptive conduct) and *gharar* (excessive contractual uncertainty). These shared principles establish a common normative foundation for transparency, seller accountability, and the protection of consumer rights in electronic transactions.

Despite these shared objectives, the two frameworks differ in their sources of authority and methods of legal assessment. Indonesian positive law derives its authority from legislation, implementing regulations, and judicial decisions, which establish formal rights, obligations, and enforcement mechanisms.[32] By contrast, *fiqh muamalah* draws on the Qur'an, Sunnah, *ijmāʿ*, *qiyās*, and the broader methodologies of Islamic jurisprudence. Its assessment of commercial transactions also considers the objectives of Sharia and substantive prohibitions, including *gharar* and *ribā*.[33] These differences become particularly relevant to paid product protection services on e-commerce platforms. Under positive law, the legality and consequences of such services are assessed through consumer protection rules, electronic commerce regulations, contractual obligations, and, where applicable, insurance legislation. From the perspective of *fiqh muamalah*, the analysis additionally examines the underlying contract, the distribution of risk, the clarity of the parties' obligations, and compliance with Sharia principles.

The distinction is also evident in the mechanisms of protection and the treatment of risk-transfer arrangements, including insurance. Indonesian positive law provides formal channels for resolving consumer disputes, such as complaints to relevant authorities, proceedings before the Consumer Dispute Settlement Body (*Badan Penyelesaian Sengketa Konsumen*, BPSK), and civil litigation, as applicable. Administrative measures may also apply where the relevant statutory requirements are met. In *fiqh muamalah*, consumer protection is examined through the parties' contractual rights and obligations, as well as concepts such as *khiyār*, which may entitle a buyer to reject or rescind a transaction under specified circumstances, and *ḍamān*, which concerns liability

[31] Oznur Ozdemir and Mehmet Asutay, "Higher Objectives of Islamic Law (Maqāṣid Al-Sharīʿa) in Substantiating Justice in Land Tax," *The Muslim World* 115, no. 4 (2025): 295–319, https://doi.org/10.1111/muwo.70017.
[32] Firdaus Arifin et al., "Recognition of Customary Norms Within the Framework of Indonesian Legal Positivism," *Khazanah Hukum* 7, no. 1 (2025): 92–104, https://doi.org/10.15575/kh.v7i1.39409.
[33] Safwan, Nora Maulana, and Nurul Khansa Fauziyah, "Contemporary Ijtihad Method in Determining Sharia Business Law: Addressing Legal Needs In An Era of Economic and Technological Change," *Al-Mawarid Jurnal Syariah Dan Hukum (JSYH)* 7, no. 1 (2025): 153–76, https://doi.org/10.20885/mawarid.vol7.iss1.art9.

for loss or damage. *Takaful* offers a further framework for mutual protection and risk sharing through Sharia-compliant contractual arrangements. Some Islamic scholars have criticized conventional insurance arrangements on the grounds that particular contractual structures may involve *gharar* or *ribā*. However, the assessment depends on the structure of the arrangement rather than the label alone. Indonesian law also regulates insurance through the applicable financial-sector framework, including provisions specifically addressing Sharia-based insurance. These differences suggest that consumer protection can be strengthened by ensuring that legal remedies remain effective while contractual arrangements are transparent, fair, and, where relevant, consistent with Sharia principles.

Table 1.
Comparison of Indonesian Positive Law and Fiqh Muamalah in Consumer Protection for Damaged Goods on E-Commerce Platforms

Analytical aspect	Indonesian positive law	*Fiqh muamalah*	Implications for consumer protection
Legal foundation	Law No. 8 of 1999 on Consumer Protection and Government Regulation No. 80 of 2019 on Trading Through Electronic Systems	Qur'an, Sunnah, *ijmā'*, *qiyās*, and the principles of Islamic commercial jurisprudence	Both provide normative grounds for protecting consumers, although their sources of authority differ.
Fundamental objective	Protection of consumer rights, legal certainty, fairness, and accountability in commercial transactions	Justice (*'adl*), mutual consent (*tarāḍin*), and protection of property (*ḥifẓ al-māl*)	Both reject commercial practices that unfairly expose consumers to financial loss.
Information disclosure	Business actors must provide accurate and clear information in accordance with applicable consumer protection and electronic commerce regulations	Contractual information must be sufficiently clear to avoid deception (*taghrīr*) and excessive uncertainty (*gharar*)	Protection fees, exclusions, claim requirements, and coverage limits should be disclosed before consumers agree to the service.
Seller and provider responsibility	Liability depends on applicable legislation, contractual obligations, and the circumstances of the loss	*Ḍamān* provides a framework for assessing liability for loss or damage, subject to the relevant legal and contractual circumstances	Responsibility should be assessed according to the cause of damage and the obligations of the parties involved.
Consumer remedies	Depending on the legal basis, remedies may include compensation, replacement, refunds,	*Khi'yār* may provide a right to reject or rescind a transaction in qualifying	A consumer's legal remedy should not be denied merely because the consumer did not

	and dispute settlement through authorized mechanisms	circumstances, while *ḍamān* addresses liability for loss	purchase an additional protection service.
Paid product protection	Assessed under consumer protection, electronic commerce, contractual, and, where applicable, insurance regulations	Assessed according to the underlying contract, clarity of benefits and obligations, risk allocation, and compliance with Sharia principles	The legal and Sharia status of a protection fee depends on its actual structure and operation, not merely its label.
Risk-sharing arrangements	Insurance and other protection arrangements are subject to the applicable regulatory framework	*Takaful* provides a framework for mutual protection and risk sharing through Sharia-compliant arrangements	Sharia-compliant protection services may be an option if their contractual structure and implementation meet the relevant requirements.
Dispute resolution	Formal mechanisms include complaints to relevant authorities, BPSK proceedings, and civil litigation, as applicable	Emphasizes fulfillment of contractual obligations, fair settlement, and the avoidance of injustice	Accessible complaint procedures, transparent decisions, and effective remedies are important under both frameworks.
Principal regulatory concern	Effective enforcement, clarity of obligations, and accountability among sellers, platforms, and other responsible parties	Contractual fairness, avoidance of prohibited elements, and equitable allocation of risk and liability	Greater regulatory clarity is needed to prevent protection services from obscuring existing consumer rights or creating unfair contractual imbalances.

Source: Author's analysis based on Law No. 8 of 1999 on Consumer Protection, Government Regulation No. 80 of 2019 on Trading Through Electronic Systems, and the principles of fiqh muamalah discussed in the cited literature.

Table 1 demonstrates that Indonesian positive law and *fiqh muamalah* share a substantive commitment to protecting consumers against unfair commercial practices, although they approach this objective through different normative frameworks. Indonesian positive law establishes enforceable rights and formal mechanisms for obtaining remedies, whereas *fiqh muamalah* evaluates transactions through the requirements of justice, contractual clarity, liability, and Sharia compliance. These approaches can complement one another in addressing damaged goods on e-commerce platforms because effective protection requires both clear legal entitlements and fair contractual arrangements.

The comparison becomes particularly significant when consumers pay an additional fee for product protection. Under Indonesian positive law, the service must be assessed in relation to its contractual terms, the obligations undertaken by the provider, and the consumer rights established by applicable legislation. Under *fiqh muamalah*, the analysis also considers whether the contract

clearly identifies the protection provided, allocates risks fairly, and avoids prohibited elements. The payment of a protection fee does not, by itself, establish that consumers are adequately protected. The actual terms and implementation of the service must be examined, particularly when claims are rejected despite damage to the purchased goods.

A further implication concerns the distinction between statutory consumer rights and additional contractual benefits. Product protection services should not be used to make consumers pay for remedies to which they are already entitled under applicable law or the original sales contract. At the same time, the precise scope of a provider's additional obligations depends on the protection agreement and the circumstances of the damage. This distinction is important because the seller's responsibility for defective or damaged goods may differ from the obligations of the e-commerce platform, delivery provider, or protection-service operator. Their respective responsibilities must therefore be assessed according to the applicable law, contractual terms, and the cause of the loss rather than attributed automatically to a single party.

The comparison ultimately supports a complementary approach to consumer protection. Indonesian positive law provides the basis for enforceable rights and institutional accountability, while *fiqh muamalah* contributes criteria for evaluating contractual fairness, transparency, and the distribution of risk. Bringing these perspectives together can inform clearer disclosure requirements, more accessible claims procedures, and a fairer allocation of responsibility among the parties involved in e-commerce transactions. Where protection services are offered on a Sharia-compliant basis, their contractual structure and implementation should also be examined to ensure substantive compliance rather than relying solely on the use of Islamic terminology. Such an approach would help ensure that paid protection services strengthen consumer security instead of creating additional barriers to obtaining compensation.

Conclusion

Indonesian positive law provides a legal basis for protecting consumers who receive damaged goods through e-commerce platforms, particularly through Law No. 8 of 1999 on Consumer Protection and Government Regulation No. 80 of 2019 on Trading Through Electronic Systems. These regulations establish consumer rights and obligations for business actors, including the right to seek compensation or other appropriate remedies when goods are damaged or do not conform to the transaction. Nevertheless, the specific regulation of paid product protection services remains an important issue, particularly regarding the disclosure of coverage, the justification for fees, claim procedures, and the allocation of responsibility among sellers, platforms, delivery providers, and protection-service operators. This situation highlights the need for greater regulatory clarity to ensure that additional protection services do not obscure or restrict consumer rights already guaranteed by law.

From the perspective of *fiqh muamalah*, paid product protection services cannot be deemed permissible or impermissible solely on the basis of the fees charged. Their assessment depends on the

underlying contractual arrangement, the clarity of the benefits and obligations, the allocation of risk, and compliance with Sharia principles. Such services may be permissible when the contract is transparent, consent is given freely, the promised protection is genuinely available, and the arrangement avoids prohibited elements such as *gharar*, *ribā*, and *maisir*, where applicable. The principles of justice, mutual consent, and cooperation further require that protection services do not exploit consumers or unfairly shift risks onto them. Concepts such as *khiyār* and *ḍamān* also provide a normative basis for examining consumer remedies and liability for damaged goods.

The comparison demonstrates that Indonesian positive law and *fiqh muamalah* share the objective of protecting consumers from unjust losses but differ in their sources of authority and methods of assessment. Positive law emphasizes legally enforceable rights, contractual obligations, and institutional mechanisms for dispute resolution, whereas *fiqh muamalah* additionally evaluates the fairness and Sharia compliance of the underlying transaction. These frameworks can complement one another in developing more effective consumer protection. Accordingly, clearer disclosure requirements, accessible claim procedures, and a more precise allocation of responsibility are needed to strengthen accountability in e-commerce transactions. The central implication is that paid product protection should function as a genuine additional safeguard rather than a condition for accessing rights that consumers already possess under applicable law or the original sales contract. Integrating legal certainty with the principles of justice, transparency, and contractual fairness would provide a stronger foundation for consumer protection in Indonesia's evolving digital marketplace.

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