

## IMPLEMENTATION OF GO RIDE PASSENGER INSURANCE IN ONLINE TRANSPORTATION DUE TO ACCIDENTS

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### Abstract

The presence of online transportation is considered to really help the community in the process of mobilizing goods or people. Online transportation is currently very popular among the public, because online transportation is considered cheap and practical. Transportation is a system consisting of facilities and infrastructure supported by management and human resources, which form a service network that functions as a driver, driver, and supporter of development. Protection by providing compensation for losses is an important basic basis in insurance, requiring the company to have a legitimate financial interest in the object or event being insured. In the context of online transportation, it is important for companies like Gojek to apply this principle in passenger accident life insurance. This research is legal research using a normative juridical approach. The specifications of this research are analytical descriptive because this research can provide a comprehensive, systematic picture and analysis of the realities in the field, especially regarding liability and insurance protection contained in legislation. In carrying out transportation activities other than carrying out passenger trips, the transportation service provider is obliged to ensure its liability, meaning that the public transportation company is obliged to compensate for losses suffered by passengers or goods senders due to negligence in carrying out transportation services. The form of insurance protection provided by Gojek to passengers who use its services is the application of Article 302 of the Criminal Code. The online transportation service provider company Gojek provides insurance to passengers to ensure that travel is protected because passenger safety is Gojek's priority. The form of insurance protection for passengers in Gojek online transportation is stated in the GoRide Pasangger Insurance provisions.

**Keywords:** *Online Transportation, Go Ride Passenger Insurance*

## INTRODUCTION

The presence of online transportation is considered to really help the community in the process of mobilizing goods or people. Online transportation is currently very popular among the public because online transportation is considered cheap and practical. Transportation is a system consisting of facilities and infrastructure, supported by management and human resources which form a service network that functions as a driver, driver and supporter of development (Warpani, P. Swardjoko, 1990). In general, transportation is a common means used to transport goods or people from one place to another. Transportation is considered to be a basic need for every human being to carry out various daily activities, such as working or supporting a business. Therefore, transportation in the current era can be said to have become the core of all human activities. In this day and age, it is not difficult to carry out all activities related to transportation, especially with the emergence of online transportation which allows users to quickly access transportation without any obstacles.

Thus, because transportation has a very important role in the wheels of the economy and life, traffic and road transportation should undergo changes in order so that it is able to form an integrated national standard transportation system and is able to provide solutions to traffic jams on the highway and realize the availability of transportation that is safe, comfortable and appropriate for users in accordance with the level of traffic needs and transportation services that are orderly, comfortable, fast, smooth and low cost (Abdulkadir Muhammad, 1998).

In Indonesia, modes of transportation have experienced development, especially in the field of road transportation. Indeed, road transportation has a big influence in supporting all human activities, and because most human activities are devoted to the land sector, it can be said that almost all aspects of Indonesian people's lives are not affected by road traffic, because Indonesian people are familiar with traffic. highways long before Indonesia's independence. Everyone knows the horse cart or horse cart as a traditional means of road transportation used by Indonesian people. Therefore, transportation is considered to be very important for people's lives, this is because if there is no transportation then every activity will clearly not run smoothly. Thus, people need transportation to move people and/or goods from one place to another using vehicle accommodation (Abbas Salim, 2000).

Land transportation, which previously carried out its activities in certain places, but in the millennial era has now mushroomed and is starting to be popular or loved by the general public, namely online-based land transportation, has given rise to the characteristics of land transportation modes that we know as the differences between private vehicles and public transportation. It is said to be a private vehicle because the vehicle is operated only by the person who owns the vehicle, while public transportation is a vehicle provided for use by the general public on the basis of charging a fee or fee.

Nowadays, there is a motorbike taxi phenomenon that has attracted the public's attention with the emergence of application-based transportation which is considered to really alleviate or help people in needing or fulfilling their needs and with the emergence of application-based transportation this answers the transportation problems that exist in the Indonesian nation. This application-based transportation in the millennial era has now become a favorite, this is because the operation of ordering and accessing transportation services is considered to make it easier for users of transportation services. Just by using telecommunications equipment, namely gadgets that have been installed by the transportation service application, we can get convenience in terms of transportation that is comfortable and cheaper in terms of costs.

The use of online land transportation in the current era is not the same as land transportation in general or conventional transportation. By using online transportation services, we can be picked up at home without having to wait outside the house and service users do not need to travel to a motorbike taxi. This provides comfort for service users who are pampered by having online transportation facilities that are easily accessible to every user. This is as stated in Article 3 paragraph (2) of the Republic of Indonesia Minister of Transportation Regulation No. PM 12 of 2019 concerning Protection of the Safety of Motorcycle Users Used for the Public Interest which states that the use of motorbikes used for the public interest as intended in paragraph (1) must fulfill the following aspects: a. Safety, b. Security, c. Convenience, d. Affordability; and, e. Regularity.

Indonesia has online transportation service providers, namely Maxim, Grab and Gojek. Technological developments in Indonesia have triggered the need for alternatives in terms of transportation that are faster, more efficient and safer for today's modern society. As a response to this need, Gojek has become a popular alternative for fulfilling people's mobility. Technological support, such as transportation-based applications, digital payments, and GPS mapping technology, has made it easier for users to order transportation and delivery services quickly and efficiently.

Gojek introduced an integrated platform that allows users to order various services, including motorbike taxis, taxis, food delivery and goods delivery. Safety is an important factor in maintaining public interest in Gojek, and GPS mapping and navigation technology helps minimize the risk of getting lost and ensure accurate and fast travel. Gojek also makes various efforts to maintain passenger safety through driver verification, real-time trip monitoring, emergency services, driver training and insurance protection.

However, insurance obligations to protect passengers in online transportation services such as Gojek still pose challenges. Although the Road Traffic and Transport Law (LLAJ) regulates insurance for public transport companies, ride-hailing does not fall into this category. The government issued Minister of Transportation Regulation Number 118 of 2018 which regulates insurance in the context of online transportation, but there is still a void in insurance protection for two-wheeled motorized vehicles or motorbikes.

Protection by providing compensation for losses is an important basic basis in insurance, requiring the company to have a legitimate financial interest in the object or event being insured. In the context of online transportation, it is important for companies like Gojek to apply this principle in passenger accident life insurance. However, there is still a need to understand more deeply the implementation of this principle and the associated insurance claims process obtained by passengers if they experience an accident on the road.

The phenomenon that appears above is interesting to examine in depth, this is because online transportation apart from having several advantages or advantages that are expected to be able to overcome the problems of road users, this transportation also has weaknesses or shortcomings that need to be studied in more depth, starting from the use of application-based technology, insurance provided by the carrier to passengers in the event of an incident and the use of motorbike transportation as a means of transportation and the carrier's livelihood. However, the author will discuss the insurance provided by online transportation to passengers in the event of an accident on the road. If you look at the regulations in Law no. 20 of 2009 concerning Road Traffic and Transportation, in article 234 paragraph (1) states that drivers, motor vehicle owners, and/or public transportation companies are responsible for losses suffered by passengers and/or goods owners and/or third parties due to driver negligence. If you look at the sound of the article, it can be interpreted that the responsibility borne in the event of an accident on the highway is responsibility based on fault (liability based on fault principle). This principle states that a person can only be held responsible before the law if he commits an element of error (Article 1365 of the Civil Code), which includes four main elements, namely: an act, an element of error, and a loss that arises or is suffered.

As a form of protection for the public, in this case passengers who use transportation services, it is stated in article 16 paragraphs (1) and (2) of the Minister of Transportation of the Republic of Indonesia Regulation No. PM 12 of 2019 concerning Protection of the Safety of Motorcycle Users Used for the Public Interest. Public protection in the use of motorbikes for the benefit of the community is provided to passengers and drivers. The protection provided to passengers includes safety and security, comfort and certainty of receiving accident compensation. By looking at the existence of regulations that provide protection for passengers who experience accidents which require the carrier or driver to carry out their responsibilities by providing safety and security during travel and receiving compensation if passengers experience an accident on the road.

## RESEARCH METHODS

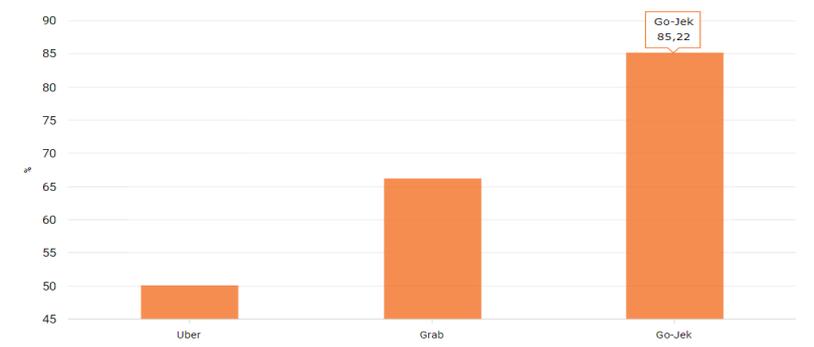
This article was written using normative juridical research, namely research that aims to provide a detailed, systematic and comprehensive description of all the main issues that are the object of research. Data analysis in this research used qualitative descriptive methods. This normative legal research or literature includes (Soekanto, 1985). Data sources in this research use primary data and secondary data.

## RESULT AND DISCUSSION

As technology develops, times must change accordingly. This can be seen from the transportation side, which has now shifted from conventional to online. With the development of the times, this will also give rise to changes in a person's patterns of behavior in terms of behavior and communication. With advances in technology, many people are taking advantage of it to obtain information quickly and easily. One of the visible changes resulting from technology is transportation. Online transportation is now the favorite or choice of people in carrying out activities or events because people consider it more practical, fast and cheap to use online transportation.

The online transportation most widely used by people in the current era is Go-Jek. This is based on the results of a DailySocial.id survey which shows that as many as 85.22% of respondents

have used the transportation service founded by Nadiem Makarim. Meanwhile, only 66.24% of respondents used Grab and around 50% Uber. This survey counts votes if the respondent has ever used the internet-based transportation service.



**Graph 1.** Percentage of Online Transportation Application Users in Indonesia

Currently, online transportation not only provides transportation services, but also offers various other service options. For example, Gojek provides a goods delivery service known as Go-Send, then a food ordering and delivery service known as Go-Food, to a house cleaning service (Go-Clean). Not only Gojek transportation services provide other services, one example is Grab which also provides other services such as GrabExpress and GrabFood. Meanwhile, Uber is the only application that purely provides online transportation services.

Online transportation services are like a magnet for the public which can attract people to switch from conventional transportation to online transportation. The public chooses online transportation because online transportation services provide a fixed price (Fixed Price) when compared to base taxis or conventional transportation. Apart from the price which attracts people, online transportation service applications also offer convenience for consumers to be picked up at the location where the passenger orders, as well as relatively fast travel times compared to using buses or other conventional transportation.

With the innovation and development of technological advances, transportation agreements made by online transportation provider companies such as Gojek are carried out using an electronic agreement between the driver and the consumer. The agreement made between Gojek and the driver is a partnership agreement. A partnership agreement is an embodiment of the principle of freedom of contract, which in principle gives freedom to the parties to determine for themselves the clauses regarding the rights and obligations that will be stated in the agreement, where the agreement is made in accordance with Article 1320 of the Civil Code and has binding force on the parties (Mariam Darus Badruzaman, 2001).

The partnership agreement entered into by Gojek with drivers is confirmed in the statutory regulations in article 15 paragraphs (1) and (2) of the Minister of Transportation of the Republic of Indonesia Regulation No. PM 12 of 2019 concerning Protection of the Safety of Motorcycle Users Used for the Public Interest. It is stated in the article that the relationship between the application company and the driver is a partnership relationship. Partnership relationships support reciprocity between parties. In principle, partnerships focus more on mutually beneficial relationships, where all parties have an equal position. The agreement made between the two parties gives rise to a partnership or cooperation relationship, not a relationship between employee and employer, this is because Gojek recognizes a profit sharing system with a distribution percentage of 20/80, meaning that 80% is for the driver, and 20% is for Gojek as the service provider.

In carrying out transportation activities, drivers and passengers use cellphones as a means of making an agreement between the two of them. The agreement in an online motorcycle taxi is listed or appears on the mobile phone of both passengers and drivers as a mutually agreed upon travel transaction, where the agreement has been made by the company providing online transportation services. Electronic transactions on online motorcycle taxis are an agreement between two parties participating in a transportation activity. According to Law (UU) Number 19 of 2016 concerning Amendments to Law Number 11 of 2008 concerning Electronic Information and Transactions, it is stated that electronic transactions are legal acts carried out using computers, computer networks and/or other electronic media. Electronic media used in online transactions delivered between two

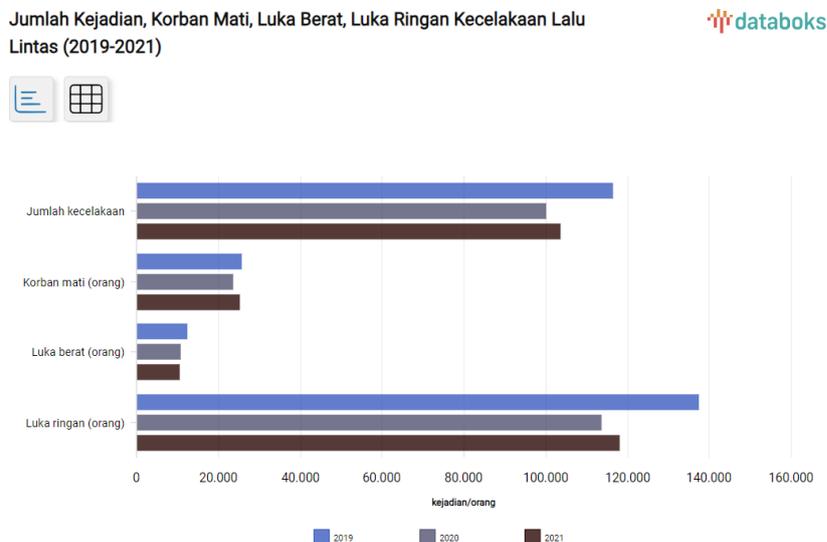
parties via cell phone. Travel transactions expressed via cell phone are the result of an agreement between two parties, giving rise to rights and obligations between both parties.

The obligations arising from electronic transactions from the driver are that they have an obligation to start from the initial pick-up point to the final point as stated on the cellphone on the basis of safety and the driver has the right to receive royalties or wages from each trip that has been agreed upon in the electronic transaction. The passenger's obligation is to pay the fare according to the tariff stated on the cellphone in accordance with the online transaction or agreement and passengers in this case get the privilege of arriving at their destination safely, securely and comfortably from the online motorcycle taxi driver. Both parties mutually agree and comply with everything that appears in the ordering application program from the online land transportation service. Even though the agreement is made in online form and is loaded on a cell phone, the agreement still refers to the statutory provisions which state the legal conditions for the agreement. An agreement can be said to be valid if it meets the requirements for the validity of an agreement as regulated in Article 1320 of the Civil Code, namely:

- a. Those who bind themselves agree;
- b. Ability to create an engagement;
- c. A certain thing; And
- d. A legitimate cause.

The subjective terms in points (a) and (b) are provisions relating to the subject or parties of the agreement, in this case the subjects bound by the online transport agreement are the passenger and driver. Meanwhile, objective requirements are always attached to points (c) and (d), because these two points are matters relating to the object of the agreement, in this case the provisions or transactions arising from the process of operating the application on the cellphone. The agreement contained in the agreement between the online driver and the passenger listed in the cellphone or cellphone application is the result of an agreement as is in accordance with the concept of agreement that the parties entering into an agreement must agree, agree regarding the subject matter of the agreement to be entered into, what what is desired by one party, is also desired by the other party (H. Salim HS, 2005). This is also in line with the definition of transportation, namely a reciprocal agreement between the carrier and the sender and/or passenger, where the carrier binds itself to organize the transportation of goods and/or people from one place to a certain destination safely, while the sender and/or passenger binds yourself to pay for the transportation. Thus, it can be said that the nature of the agreement is that it is binding between one another.

Based on data from the Central Statistics Agency (BPS), it shows that the highest trend of accidents and casualties occurred in 2019. In that year, mobility restrictions due to Covid-19 had not yet been implemented. The number of accidents reached 116,411 incidents. The death toll reached 25,671 people, 12,475 people were seriously injured, and 137,342 people were lightly injured. In contrast to 2020, when Covid-19 broke out, restrictions on mobility in almost all regions of Indonesia were carried out by the National Police or government officials. As a result, the trend has decreased. The number of accidents reached 100,028 incidents in 2020. Meanwhile, the death toll reached 23,529 people, 10,751 people were seriously injured and 10,553 people had minor injuries



Graph 2. Incidents, deaths, serious injuries, minor injuries in past accidents in Indonesia (2019-2021)

In carrying out transportation activities other than carrying out passenger trips, the transportation service provider is obliged to ensure its liability, meaning that the public transportation company is obliged to compensate for losses suffered by passengers or goods senders due to negligence in carrying out transportation services. Based on article 237 paragraph (1) of the Road Traffic and Transportation Law, it is stated that public transportation companies are obliged to participate in an accident insurance program as a manifestation of their responsibility for insurance coverage for victims and public transportation companies are obliged to insure people employed as vehicle crew. The risks faced by passengers when using online transportation, which can potentially result in road accidents and losses that arise for passengers, are sometimes inseparable from the driver's negligence. There are sanctions imposed if a public company does not participate in insurance coverage for victims, as stated in Article 309: "Every person who does not insure his responsibility for compensation for losses suffered by passengers, goods senders or third parties as intended in Article 189 shall be sentenced to imprisonment for a maximum of 6 (six) months or a fine of a maximum of IDR 1,500,000.00 (one million five hundred thousand rupiah)."

However, in online transportation, Gojek provides certainty regarding the insurance provided by passengers if they experience an accident while using online transportation services on the highway. Regarding insurance provided if passengers have an accident. This is as stated in the provisions of Article 234 paragraph (1) of Law Number 22 of 2009 concerning Road Traffic and Transportation where it is stated that "Drivers, motor vehicle owners, and/or public transportation companies are responsible for losses suffered by passengers and /or the owner of the goods and/or third parties due to the Driver's negligence. Gojek as a service provider company or can be called a public transportation company is obliged to provide safety and comfort to passengers who use Gojek services, especially when ordering and using GoRide services. Regarding providing insurance when using GoRide services, it is different from conventional motorbike taxis which do not provide insurance for their passengers.

If you look at the website [gojek.com/blog/goride/bisnis/](http://gojek.com/blog/goride/bisnis/), it is stated that the company providing online transportation services, in this case Gojek, is collaborating with the insurance company Allianz which provides insurance protection for GoRide services ordered via the application. Gojek, in collaboration with Allianz, seeks to provide protection benefits in the form of maximum safety guarantees for you throughout your journey.

When you travel with GoRide, you are automatically protected and will receive all the protection benefits of the insurtech company for free, without paying any insurance fees. All costs are borne by Gojek. To claim this protection, you can use the Gojek application help feature or visit our website by clicking Insurance Claim. The amount of each insurance benefit will be transferred to the passenger's registered bank account. The benefits received from the insurance company:

1. Loss or damage to personal property due to theft  
This insurance benefit is provided if a passenger experiences a criminal act that results in loss or damage to their personal property. The value of this insurance is up to IDR 1,000,000 per incident.
2. Medical costs  
This insurance benefit is provided if a passenger has an accident that results in injury and requires medical treatment including medical costs, room costs (if treated in hospital) and medicines. Insurance coverage value up to IDR 25,000,000 per incident.
3. Permanent disability  
This insurance benefit is provided if a passenger experiences an accident that causes the loss of a limb, loss of function of a body part, or is declared permanently disabled by a doctor. The permanent disability value is based on the percentage of each body part, with a maximum value of IDR 50,000,000 per incident.
4. Death due to accident  
Death compensation is provided as insurance for traffic accidents worth IDR 50,000,000 and funeral costs up to IDR 1,000,000.

In the provisions stated in GoRide Passenger Insurance, it is stated that the parties entitled to receive this insurance are:

1. Passengers who have registered on the Gojek application, pay and order GoRide transportation services
2. GoRide passengers who are not Gojek account holders, whose transportation services are ordered by the Gojek account holder

Regarding the insurance provided, there is a time limit for submitting claims. Claims related to accidents while using GoRide are submitted via the online form no later than 30 days after the

incident. The process of making a claim must be based on all the necessary evidence and documents, such as order number, photo of your identity card, medical record, receipt or proof of hospital costs, accident report from the police or Police Minutes (BAP), and other documents, all submitted and sent via the online form.

Before submitting an insurance claim, it is necessary to prepare to submit an insurance claim, including documents or evidence of each event, namely as follows:

- a. Reimbursement of medical expenses
  - 1) Photo of your National Identity Card (KTP).
  - 2) Police Minutes (BAP) which states that the incident was caused by a traffic accident
  - 3) Details of medical costs incurred during treatment at the hospital/clinic
  - 4) Laboratory and x-ray results
  - 5) Other documents if required
- b. Inpatient or Outpatient treatment due to accident
  - 1) Photo of your National Identity Card (KTP).
  - 2) Police Minutes (BAP) which states that the incident was caused by a traffic accident
  - 3) Details of medical costs incurred during treatment at the hospital/clinic
  - 4) Laboratory and x-ray results
  - 5) Other documents if required
- c. Death or Permanent Disability due to Accident
  - 1) Photo of National Identity Card (KTP)
  - 2) Original Death Certificate
  - 3) Original heir certificate
  - 4) Photocopy of heir's identity card (KTP & KK)
  - 5) Police Minutes (BAP) if the incident was caused by a traffic accident
  - 6) Death certificate from the hospital (if the passenger died in hospital)
  - 7) Laboratory and X-Ray results (if the passenger dies in the hospital)
  - 8) Order number (for accidental death claims on GoRide)
  - 9) Other documents if required

If the requirements for submitting a claim have been completed, passengers who apply for insurance can receive replacement benefits at the following time after the documents are declared complete:

- a. 5 (five) working days for claims that do not result in death
- b. 7 (seven) working days for claims resulting in death

The form of insurance protection provided by Gojek to passengers who use its services is the application of Article 302 of the Criminal Code. According to the provisions of article 302 of the Criminal Code, it is stated that "A person's life can be insured for the needs of the person concerned, either for the duration of his life or for the time specified in the agreement". The online transportation service provider company Gojek provides insurance to passengers to ensure that travel is protected because passenger safety is Gojek's priority. However, in the claims process provided in GoRide Passenger Insurance, there are exceptions to insurance claims that are not accepted by Gojek, namely:

1. Get involved in war, military operations and riots
2. All pre-existing or existing conditions, birth defects/abnormalities, and hereditary diseases
3. All actions are illegal and not in accordance with the legal regulations of the insured party
4. All events involving the insured party include medical conditions such as pregnancy, childbirth or miscarriage, abortion, prenatal and postnatal conditions and complications due to infectious diseases.
5. Engaging in dangerous activities
6. If a criminal act is committed by the driver, please immediately report it to the CCU Call Center at (021) 50251110 and we will process it.
7. Psychiatric, nervous disorders and various conditions under the influence of alcohol or drugs (other than those prescribed by a doctor)
8. Nuclear reactions, radiation, or radioactive contamination
9. Nuclear, chemical or biological terrorism
10. Suicide or intentional injury
11. The insured party has a blood alcohol level higher than that stated in the driving regulations
12. The insured party did not make any efforts to avoid an accident

Regarding the protection of passengers, it is also emphasized in the Minister of Transportation of the Republic of Indonesia Regulation No. PM 12 of 2019 concerning Protection of

the Safety of Motorcycle Users Used for the Public Interest, especially in Article 16 paragraphs (1) and (2), namely as follows:

- (1) Public protection in the use of motorbikes for the benefit of the community is provided to: a. Passenger; and b. Driver.
- (2) Protection for Passengers as intended in paragraph (1) letter a includes at least: a. safety and security; b. comfort; c. certainty of getting services; d. passenger complaint and problem services; solution e. certainty that service costs are in accordance with or stated in the application; and agreement f. certainty of getting accident compensation.

## CONCLUSION

The form of insurance protection provided by Gojek to passengers who use its services is the application of Article 302 of the Criminal Code. The online transportation service provider company Gojek provides insurance to passengers to ensure that travel is protected because passenger safety is Gojek's priority. In carrying out transportation activities other than carrying out passenger trips, the transportation service provider is obliged to insure its liability, meaning that the public transportation company is obliged to compensate for losses suffered by passengers or goods senders due to negligence in carrying out transportation services.

Based on article 237 paragraph (1) of the Road Traffic and Transportation Law, it is stated that public transportation companies are obliged to participate in an accident insurance program as a manifestation of their responsibility for insurance coverage for victims and public transportation companies are obliged to insure people employed as vehicle crew. The form of insurance protection for passengers in Gojek online transportation is stated in the GoRide Pasangger Insurance provisions.

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