

Legal Protection for Maxim and Grabcar Application Service Users as Online Application Based Transportation

ABSTRACT

Developments in the world of public transportation business are followed by legal protection as protection for users of public transportation services. With this legal protection, service users will always feel safe and comfortable when using public transportation services. Maxim and GrabCar have the status of limited liability companies (PT) which operate in the field of providing information technology-based (online) application services. These two companies facilitate the provision of public transport services in partnership with official public transport operating companies. This research explores the position and legal protection of Maxim and GrabCar in providing public transportation to users of the Maxim and GrabCar application services. The research uses qualitative methods. The research results show that it is hoped that the government will supervise the implementation of carriers' responsibilities to fulfill passengers' rights in public transport services.

Keywords: Online Transportation, Grabcar, Maxim, Legal Protection

INTRODUCTION

In the modernization of era, transportation technology changes rapidly. Numerous apps, such as GrabCar and Proverb, provide vehicle services with cutting-edge applications that are just beginning to grow by advertising distinct comforts for transportation companies and the larger community as customers. These comforts range from the form of requirements to the frame of installments, making things simpler in today's world application.

After successfully attracting customers, the government and public transportation companies are paying attention to transportation services based on the Maxim and GrabCar applications. The reason is that GrabCar and Maxim

do not possess the legal status required to operate a public transportation company, which is why they are regarded as illegal forms of transportation. Beside of that, vehicle proprietors make cooperate with Maxim and GrabCar to run transportation organizations.

The use of technology to enhance community services must be supported and developed by all modes of public transportation (Apriani, 2019). In any case, it isn't certain regardless of whether it is true. The Directorate General of Land Transportation, Sugiatno, Maxim, and GrabCar assert that the issue of vehicular transportation is under control because, according to UU LLAJ, transportation services that do not follow the route are taxis or rental cars.

Public motorized vehicles are the main means of delivering individuals or potential merchandise based on Article 138 Paragraph 3 UU LLAJ. In addition, open vehicle business owners are required to comply with a number of minimum assistance guidelines, including safety, comfort, welfare, justice, equity and consistency (Rasyad et al., 2022). In responding to these guidelines, GrabCar and Maxim stated that their organizations are only application services that connect vehicle users and drivers with buyers. Arranging a Transport Permit is the responsibility of the driver/vehicle owner as GrabCar's agent and accomplice.

Similarly, Article 141 of the LLAJ Regulation which directs human transportation administration guidelines, then, at that point, Article 9 of the LLAJ Regulation which concerns traffic methodology for drivers of public mechanized transportation vehicles. Other articles (Sudirman et al., 2018) also talk about efforts to protect people who use transportation services. According to statements, the author wants to understand and find out more about Maxim and GrabCar's legal place in providing public transportation and the kind of legal security for Adage and GrabCar users administration

RESEARCH METHODS

This research adopts a qualitative method. Data for this study are derived from both primary and secondary sources. A primary survey was conducted to corroborate the validity of the secondary data, specifically the description law sources and books. Secondary data were collected through a comprehensive literature review encompassing academic journals and relevant online resources. Data collection methods employed in this study include observation and interpretation of law document.

RESULTS AND DISCUSSION

Legal Protection

According to research results, it is known that transportation based on the Maxim and GrabCar online applications provides insurance guarantees for passengers and drivers. This insurance covers medical costs, permanent disability, and even death (life insurance) due to accidents while traveling using Maxim or GrabCar online application-based transportation services.

The Trans Services Cooperative is a joint venture in collaboration with Maxim. This collaboration emphasizes that every driver and passenger who uses Maxim services is protected by insurance. There is also an insurance company that covers this risk, namely PT. Bumiputera Muda General Insurance 1967 (BUMIDA). The Joint Business Trans Services Cooperative provides insurance for 3 passengers and 1 driver to accommodate insurance in the event of an accident or death.

Apart from providing insurance protection, the Management of the Joint Trans Business Services Cooperative also ensures that all drivers have a license to ensure safety. Vehicle drivers who wish to join are required to fill out a form and fulfill the requirements to ensure driver quality with the Maxim application service.

The requirements include: having a KTP (residential identification card), SKU (business certificate), SKCK (police record certificate), SIM (driving license), STNK (vehicle registration certificate) with a maximum car manufacture year of 2012 , as well as vehicle insurance. Prospective drivers are also given training in using the application and transportation operational standards (SOP) in the Maxim application.

Another thing, the GrabCar application collaborates with the PPRI Services Cooperative. This collaboration involves providing insurance for every driver and passenger who uses GrabCar services. The insurance company that covers this risk is AXA Group.

GrabCar insures a maximum of 6 passengers in 1 GrabCar vehicle which covers the entire journey from the pick-up point to the passenger drop-off point. GrabCar-AXA Group Insurance covers the Insured's compensation for bodily injury from a GrabCar accident up to IDR 68,000,000 per person, no matter who is at fault. Similar to Maxim, GrabCar collaborates with the PPRI Cooperative to set several requirements for vehicle drivers who wish to join. Prospective drivers must complete documents in the form of STNK, KTP, SIM A/B/B1, SKCK, family card (KK), and vehicle insurance policy. By fulfilling the above, as regulated in Article 188 and Article 189 of UULLAJ, public transport passengers using Maxim and GrabCar information technology-based application services (online) have received legal guarantees for their safety.

Carrier and Passenger

In a people transportation agreement, there are two subjects, namely the law of the Carrier and the Passenger. Both are supporters of rights and obligations. In law, transportation is the parties directly involved in the agreement process as parties to the transportation process. A carrier is a party that commits itself to carrying out the transportation of people (passengers) and/or goods. Meanwhile, a passenger is a person who commits himself to paying

transportation costs and on that basis he has the right to obtain transportation services. Thus, each party has responsibility for transportation activities.

In essence, responsibility consists of two aspects, namely responsibility that must be carried out as well as possible (responsibility) and responsibility for compensation (obligation) (Sembiring, 2014). Public transportation companies are responsible for losses suffered by passengers, senders or third parties due to their negligence in carrying out transportation services.

Apart from that, transporters are also required to meet minimum service standards for transporting people using public motorized vehicles which include security, safety, comfort, affordability, equality and regularity (Article 2 Paragraph (2) Minister of Transportation Regulation Number PM 46 of 2012 concerning Minimum Transport Service Standards People with public motorized vehicles not on the route) as the right of every user of public transportation services. During transportation, the safety of people or goods being transported is basically the responsibility of the public transportation company. Therefore, it is appropriate for public transportation companies to be held responsible for any losses suffered by passengers or senders arising from the transportation they carry out (Article 234 of the LLAJ Law). Public transportation companies are responsible for losses caused by all actions of people employed in transportation operations. With the exception of things caused by events that cannot be prevented or avoided or due to passenger error (Article 191 and Article 192 Paragraph 10 of the LLAJ Law).

Passengers are people in a vehicle other than the driver and vehicle crew. By binding oneself after paying, or promising to pay money, or a public transport ticket as a counter-performance in the carriage agreement, a person is legally a public transport passenger. If you experience a personal accident, which is caused by using public transportation, you are entitled to compensation. So the passenger is one of the parties to the land transportation agreement. Passenger tickets are a condition of the land transportation agreement, but are not an absolute requirement. Because, the absence of a passenger ticket does not mean there is no carriage agreement.

As a form of protection for users of transportation services, transportation companies have obligations, among others:

1. Giving movement gear utilized in transportation,
2. Maintain or guarantee the customers' (travelers') or potential merchandise's well-being. Therefore, as soon as the carrier controls consumers (travelers) or potential goods to be moved, it begins to exercise caution (Article 1235 of the Civil Code).
3. The commitments referenced in Article 470 of the Crook Code include:
 - a) Complete upkeep of natural product transportation tools and methods;
 - b) Verify that the transport equipment satisfies the agreement's transport requirements;
 - c) Give the sent items good care and handling.
4. compensating shippers and passengers for losses caused by careless transportation service provision.
5. Ensure obligations.

CONCLUSION

Maxim and GrabCar are not public transportation companies because they do not have a transportation operation permit based on Article 173 of the LLAJ Law. Maxim and GrabCar only have the status of a limited liability company (PT) which operates in the field of providing information technology-based (online) application services which facilitate the provision of public transport services in partnership with official public transport operating companies, as regulated in Minister of Transportation Regulation Number PM

32 of 2016 Concerning the Organizing of Transport of People Using Public Motorized Vehicles Not on Routes.

The responsibility of public transportation companies to compensate passengers or goods senders for losses due to negligence in carrying out transportation services is based on Article 188 of the LLAJ Law. The obligation to insure this responsibility based on Article 189 of the LLAJ Law has been fulfilled with the insurance guarantee for passengers and drivers provided by the Joint Business Trans Services Cooperative and the PPRI Cooperative as public transport companies in partnership with Maxim and GabCar as connecting application providers. In this way, users of online application-based public transportation services have received legal protection for their security and safety.

BIBLIOGRAPHY

- Apriani, Rani (2019). *Hukum Perlindungan Konsumen*. Yogyakarta: Deepublish.
- Devara, I. G. D. G., Dewi, A. A. S. L., & Ujianti, N. M. P. (2020). Perlindungan Hukum terhadap Data Pribadi Pengguna Jasa Transportasi Online. *Jurnal Preferensi Hukum*, 1(1), 1-7.
- Karim, H. A., Lis Lesmini, Sunarta, D. A., M., Suparman, & Bus, M. (2023). *Manajemen transportasi*. Batam: Cendikia Mulia Mandiri.
- Nasution, D. M. A. (2018). Tinjauan Hukum Terhadap Layanan Transaksi Dan Transportasi Berbasis Aplikasi Online. *Resam Jurnal Hukum*, 4(1), 17-30.
- Nugroho, S. S., & Haq, H. S. (2019). *Hukum Pengangkutan Indonesia*. Surakarta: Navida.
- Pernando, N., Azheri, B., & Fauzi, W. (2021). Perlindungan Hukum Terhadap Konsumen Atas Kerusakan Barang Pengguna Jasa Pengiriman Angkutan Online. *Soumatera Law Review*, 4(1), 135-149.

Rasyad, M. Y., Suhendro, S., & Afrita, I. (2022). Perlindungan Hukum Terhadap Driver Ojek Online Akibat Pembatalan Sepihak Oleh Pemesan Makanan Menurut Hukum Positif. *Proceeding IAIN Batusangkar*, 1(1), 615-621.

Sembiring, Sentosa. (2014). *Hukum Asuransi*. Bandung: Nuansa Aula.

Sudirman, E., Agus, A. A., & Hanafie, N. K. (2018). Perlindungan Hukum Bagi Pengguna Jasa Transportasi Online di Kota Makassar (Studi Pengguna Jasa Grab Motor (Grabbike) Di Lingkungan Fakultas Ilmu Sosial Unm)". *Jurnal Tomalebbi (Jurnal pemikiran, penelitian hukum, Pendidikan Pancasila & kewarganegaraan)*, (1), 168- 181.

Suparji. (2015). *Transformasi Badan Hukum di Indonesia*. Jakarta: UAI Press.

Other Legal Sources:

Undang-Undang Nomor 22 Tahun 2009 tentang *Lalu Lintas dan Angkutan Jalan*. Undang-Undang Nomor 11 Tahun 2008 tentang *Informasi dan Transaksi Elektronik*. Undang-Undang Nomor 2 Tahun 1992 Tentang *Usaha Perasuransian*.

Kitab Undang-Undang Hukum Perdata.

Peraturan Pemerintah Nomor 74 Tahun 2014 tentang *Angkutan Jalan*.

Peraturan Menteri Perhubungan Nomor PM 32 Tahun 2016 tentang *Penyelenggaraan Angkutan Orang Dengan Kendaraan Bermotor Umum Tidak Dalam Trayek*.