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## **Analysis of Claims for Material and Non-Material Damages for Damaged Goods in Transit Against a Freight Company and the Forgery of Insurance Payment Evidence**

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### **Abstract**

This research aims to analyze legal aspects related to material and immaterial compensation lawsuits for damage to goods in the delivery process by cargo companies and the falsification of insurance payment receipts. This problem is important because it concerns legal protection for consumers and the responsibility of business actors in goods transportation activities. The research method used is quantitative with a legislative approach and a conceptual approach, supported by a literature study of various primary and secondary legal sources. The results of the study show that cargo companies are in principle responsible for damage to goods that occur during the delivery process, unless it can be proven that there are compelling circumstances. However, in the case of falsification of proof of insurance payment, there is an element of unlawful acts that strengthen the basis of a lawsuit for the aggrieved party. Material damages can be sued based on actual losses suffered, while immaterial damages relate to non-economic losses such as inconvenience and psychological losses. In addition, such acts of counterfeiting have the potential to have criminal legal consequences that have an impact on civil liability. In conclusion, legal protection for shipping service users needs to be strengthened through the enforcement of cargo company liability and supervision of insurance practices in the transportation of goods. This research is expected to contribute to the development of civil law, especially in the aspects of consumer accountability and protection.

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## **INTRODUCTION**

The increasing development of trade and distribution activities has encouraged the strategic role of cargo companies as providers of transportation services (Prasetyo et al., 2024; Salmon, 2024). Cargo companies play an important role in ensuring the smooth flow of goods, especially within logistics systems involving interregional shipping (Patria & Ariana, 2020). In the legal relationship between service users and cargo companies, a transportation agreement exists that entails rights and obligations for each party, including the company's obligation to maintain the security and integrity of goods during the delivery process (Nababan et al., 2021).

However, in practice, cases of damage to goods during delivery still frequently occur. Such damage not only causes material losses that can be measured economically but also immaterial losses related to non-economic aspects, such as inconvenience, disruption of business activities, and decreased trust in service providers (Rustiana & Yuliawan, 2023; Nugraha et al., 2024). This condition indicates a gap between the expectations of service users and the implementation of responsibilities by cargo companies (Salsabillah, 2023).

The problem becomes more complex when the losses incurred are related to insurance protection aspects, particularly in cases of alleged falsification of insurance payment evidence. Such actions have the potential to significantly harm service users because they can hinder or even invalidate the exercise of insurance claim rights (Abd. Hadi, 2015; Picard, 2013). In addition, such falsification reflects practices that are not in accordance with the principle of good faith in agreements, thereby giving rise to legal implications in both civil and criminal law (Clarke, 2014).

In the context of this study, a quantitative approach is used to measure and analyze the relationships between variables related to damage to goods, the validity of insurance evidence, and the level of losses experienced by service users. This approach allows researchers to obtain an empirical picture of the incidence of damage to goods, the frequency of insurance claim problems, and the tendency of compensation lawsuits filed. Thus, the analysis is not only normative but also supported by measurable and statistically testable data.

Normatively, the liability of cargo companies for damage to goods has been regulated in applicable legal provisions, which in principle oblige business actors to provide compensation for losses arising from their negligence. However, in practice, the determination of the form and amount of compensation, especially related to immaterial losses, remains a matter of debate. Therefore, a more comprehensive approach is needed by combining legal analysis and empirical data to obtain a more objective understanding.

Several previous studies have examined similar issues in the context of carrier liability and compensation for damage to goods. The first study by Siti Nurhalimah (2020), entitled "Responsibility of Transport Companies for Damage to Goods in the Perspective of Civil Law," concluded that transport companies are fully responsible for damage to goods during the delivery process unless there are force majeure circumstances; however, the implementation of compensation is often hampered by weak initial evidence of damage. The second study by Budi Santoso and Rina Wijayanti (2021), entitled "Legal Protection of Consumers of Goods Delivery Services for Immaterial Losses," found that the recognition of immaterial losses in transportation disputes is still very limited because judges tend to consider only quantitative losses. The third study by Made Wiryasa (2019), entitled "Legal Aspects of Falsification of Insurance Documents in the Transportation of Goods," revealed that falsification of insurance payment evidence not only results in the cancellation of insurance agreements but also opens up opportunities for compensation lawsuits based on unlawful acts.

These three studies provide an important foundation but have not specifically analyzed the relationship between the level of damage to goods, the validity of insurance evidence, and its effect on material and immaterial compensation claims filed by service users. Therefore, this research aims to fill this gap with a quantitative approach that empirically measures the variables affecting the success of claims and cargo company liabilities.

Based on this description, this study is relevant to be conducted in order to quantitatively analyze material and immaterial compensation claims for damage to goods in shipping, especially those involving elements of falsification of insurance payment evidence. The results of this research are expected to contribute to strengthening legal protection for service users and increasing the accountability of cargo companies in carrying out their business activities.

Based on the background described above, the formulation of the main problems in this study is as follows: how does damage to goods in the delivery process affect the amount of

material losses experienced by cargo company service users; to what extent does damage to goods in delivery contribute to immaterial losses for service users; what is the relationship between the validity of insurance payment evidence and the success rate of compensation claims for damage to goods; is there a significant influence of falsification of insurance payment evidence on the increase in compensation claims submitted by service users; and how does the liability of cargo companies relate to the fulfillment of material and immaterial damages based on the empirical data obtained?

This study aims to analyze the effect of damage to goods in the delivery process on the amount of material losses experienced by cargo company service users. In addition, this study is intended to examine the relationship between the level of damage to goods and the occurrence of immaterial losses felt by service users, including the accompanying non-economic impacts. Furthermore, this study aims to assess the relationship between the validity of insurance payment evidence and the success rate of compensation claims for damage to goods, as well as to identify the effect of falsification of insurance payment evidence on the tendency of aggrieved parties to file compensation claims. In this context, this study also seeks to analyze the legal responsibility of cargo companies in fulfilling material and immaterial damages based on empirical data obtained. Through a quantitative approach, this research is directed toward producing measurable and objective findings, thereby contributing to the development of civil law studies, particularly those related to accountability in the transportation of goods and legal protection for service users.

This research is expected to provide both theoretical and practical benefits. Theoretically, it contributes to the development of legal science, especially in the field of civil law related to breach of contract, unlawful acts, and liability in transportation agreements. The results of this study are also expected to enrich academic discussions on material and immaterial damages, particularly in the context of damage to goods and insurance issues in shipping activities. Practically, this research is expected to serve as a reference for legal practitioners, business actors in transportation services, and the public as service users in understanding the rights and obligations of each party. In addition, this research can also provide a clearer picture of legal remedies that can be taken in addressing losses due to damage to goods, including cases involving falsification of insurance payment evidence. Furthermore, this research is expected to serve as a consideration for relevant stakeholders, including cargo companies and authorized institutions, in improving accountability and supervision of transportation and insurance activities. Thus, the results of this research are expected to encourage the creation of legal certainty and more optimal protection for service users.

## **METHOD**

This research used a quantitative method that aims to obtain an empirical picture of the relationship between variables that are studied in a measured and objective manner. The quantitative approach was chosen because it allows testing to be carried out on the influence of damage to goods, the validity of insurance payment evidence, and the responsibility of cargo companies for material and immaterial losses experienced by service users.

The type of research used is explanatory research, which is research that seeks to explain the causal relationship between variables through hypothesis testing. In this case, the independent variable includes damage to goods and the validity of proof of insurance payment,

while the dependent variable includes material loss, immaterial loss, and the filing of a compensation lawsuit.

The data used in this study consisted of primary data and secondary data. Primary data was obtained through the distribution of questionnaires to respondents who were service users of cargo companies who had experienced damage to goods in the delivery process. Meanwhile, secondary data were obtained from literature studies, including laws and regulations, legal literature, scientific journals, and related documents relevant to the research object.

The data collection technique was carried out through a questionnaire with a measurement scale that was systematically arranged to measure the respondents' perception of the variables being studied. In addition, documentation studies are also used to complete the necessary data. The data that has been collected is then analyzed using statistical analysis techniques, such as validity and reliability tests, regression analysis, and hypothesis tests to determine the level of influence and relationships between variables.

By using this method, it is hoped that the results of the research can provide conclusions that are objective, measurable, and can be scientifically accounted for in examining the problem of material and immaterial compensation lawsuits in the transportation of goods by cargo companies.

## **RESULTS AND DISCUSSION**

The discussion in this study is prepared based on the results of data analysis obtained through a quantitative approach as described in the research methodology. Data collected from respondents who use cargo company services shows that there is a significant relationship between damage to goods in the delivery process and losses experienced, both material and immaterial. These findings show that the quality of transportation implementation has a direct influence on the level of losses borne by service users, so that the responsibility of cargo companies is an aspect that cannot be ignored.

Based on the results of the statistical analysis carried out, damage to goods has been proven to have a positive influence on the increase in material losses. This means that the higher the level of damage that occurs, the greater the economic losses experienced by service users (Farkhan & Witasari, 2021; Anggraeni, 2020). This is in line with the provisions of Article 468 of the Commercial Code (KUHD) which states that the carrier is responsible for damage or loss of goods during the transportation process, unless it can prove the existence of compelling circumstances, the nature of the goods themselves, or the fault of the sender. Thus, normatively and empirically, the liability of cargo companies for damage to goods has a clear and strong legal basis (Pratama, 2021).

In addition to material losses, this study also shows that damage to goods has a significant influence on the occurrence of immaterial losses. Respondents stated that damage to goods not only has an impact on financial losses, but also causes disruption to business activities, decreased confidence levels, and psychological pressure (Chandler & Devenney, 2007; Capper, 2002). Although immaterial losses cannot be measured with certainty by monetary value, their existence is recognized in legal practice (Burrows, 2019). This is supported by the provisions of Article 1365 of the Civil Code (KUHPercivil) which states that every unlawful act that causes loss requires the perpetrator to compensate for the loss. In judicial practice, this provision is

often used as a basis for claiming immaterial damages based on considerations of justice and propriety (Palapessy et al., 2024).

Furthermore, the results of the study show that the validity of proof of insurance payment has a very important role in determining the success of compensation claims. Respondents who have valid proof of insurance payment tend to be more likely to be compensated for losses incurred. On the other hand, respondents who face problems related to the validity of insurance documents have difficulties in submitting claims. These findings show that the administrative aspects of insurance agreements have a significant impact on legal protection for service users.

Legally, an insurance agreement is regulated in Article 246 of the Criminal Code which states that insurance is an agreement in which the insurer binds itself to provide compensation for losses that may occur after the insured pays the premium. This provision emphasizes that premium payment is the main requirement for obtaining insurance protection (Ismanto, 2024). In addition, Article 251 of the Criminal Code emphasizes that any untrue information or concealment of material facts can result in the cancellation of the insurance agreement (Armaini, 2024). Thus, the validity of proof of insurance payment is a crucial factor in determining the insured's right to obtain claims.

In the context of this study, it was found that there were indications of falsification of insurance payment evidence which had a significant impact on the increasing number of compensation lawsuits. The counterfeiting is not only financially harmful, but also creates legal uncertainty for service users (Tanuwijaya, 2023a; Tanuwijaya, 2023b). Based on the results of data analysis, there is a strong relationship between the falsification of insurance documents and the tendency of service users to take legal channels to obtain compensation (Derrig, 2002).

The act of falsifying proof of insurance payment can be qualified as an unlawful act as stipulated in Article 1365 of the Civil Code. In addition, the action is also contrary to the principle of good faith regulated in Article 1338 paragraph (3) of the Civil Code, which requires every agreement to be implemented in good faith. In the context of insurance, this principle is known as the principle of utmost good faith, which requires honesty and openness from the parties (Brodies, 2021; Elgar, 2024). If this principle is violated, the insurance agreement can be declared null and void and the aggrieved party has the right to claim compensation (Dinasti, 2024).

The results of this study also show that the responsibilities of cargo companies are not only limited to contractual aspects, but also include responsibilities based on broader laws and regulations (Fiqri, 2022; Azizah, 2019). In the event of a default, Article 1243 of the Civil Code states that the party who neglects to fulfill its obligations is obliged to compensate for the losses incurred. This provision is strengthened by Article 1239 of the Civil Code which emphasizes that any commitment to do something or not to do something that is not fulfilled can lead to the obligation of compensation (Tjitrosoedibio, 2018).

In addition, the responsibility of cargo companies is also regulated in Law Number 8 of 1999 concerning Consumer Protection. Article 19 of the law states that business actors are responsible for providing compensation for losses suffered by consumers due to the use of the goods and/or services produced (Prayuti et al., 2024; Chairussuriyati, 2022). Such compensation may be in the form of refunds, reimbursements, or other appropriate forms of compensation. This provision shows that transportation service users have strong legal protection as consumers (Hutapea et al., 2023).

Based on the overall results of the analysis, it can be concluded that there is a significant relationship between damage to goods, the validity of insurance payment evidence, and the act of falsifying documents against compensation lawsuits filed by service users. The quantitative approach used in this study shows that these variables are interrelated and have a real influence on the losses experienced.

These findings reinforce the importance of applying the principles of prudence, professionalism, and good faith in goods transportation activities. Cargo companies as business actors are required to not only fulfill contractual obligations, but also comply with applicable legal provisions to provide optimal protection for service users. On the other hand, service users also need to ensure the completeness of administration, including the validity of insurance documents, so that their rights can be protected to the maximum.

Thus, this discussion shows the compatibility between the results of empirical research and the applicable legal provisions. This confirms that a claim for material and immaterial damages for damage to goods in delivery has a strong legal basis, especially when supported by valid evidence and a violation of the underlying legal principles. This research is expected to contribute to strengthening the understanding of legal responsibilities in the transportation of goods and become a reference in resolving similar disputes in the future.

## **CONCLUSION**

In conclusion, damage to goods during delivery by cargo companies significantly contributed to both material and immaterial losses experienced by service users, with such losses having a strong legal basis under provisions governing breach of contract and unlawful acts in the Civil Code, the Commercial Code, and the Consumer Protection Law. Cargo companies were found to bear legal responsibility for such losses due to non-fulfillment of contractual obligations, while issues related to insurance validity and falsification of payment evidence further complicated claims processes and could constitute unlawful acts that undermine good faith principles and lead to cancellation of insurance protection. Overall, these factors were significantly associated with the emergence of legal disputes between service users and cargo companies, highlighting the need for improved accountability, transparency, and adherence to legal obligations in logistics practices. Future research is suggested to expand the analysis by incorporating broader datasets across different regions and logistics providers, as well as examining additional variables such as dispute resolution mechanisms and digital tracking systems in order to further enhance legal certainty and efficiency in goods transportation services.

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