



Consumer Protection and Regulatory Challenges in Digital Insurance Services on E-Commerce Platforms in Indonesia

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Article History Received : 2026-08-13 Revised: 2026-08-22 Published: 2026-09-30 Keywords: <i>Consumer Protection; Digital Insurance; E- Commerce; Personal Data Protection; Regulatory Challenges.</i>	Digital transformation has encouraged the integration of insurance products into <i>e-commerce</i> platforms, thereby increasing access and efficiency of transactions, but at the same time creating multidimensional legal relationships involving consumers, insurance companies, digital platforms, and third parties. These conditions raise issues regarding information transparency, responsibility sharing, personal data protection, and the effectiveness of consumer recovery. This study aims to analyze the adequacy of the Indonesian legal framework in protecting consumers who use digital insurance services on <i>e-commerce</i> platforms and identify regulatory challenges and the need for law strengthening. The research uses normative legal methods with legislative, conceptual, and analytical approaches. Legal materials are analyzed qualitatively juridically through interpretation, vertical and horizontal synchronization, and identification of regulatory gaps and fragmentation. The results show that Indonesia already has a relatively comprehensive regulatory coverage through consumer protection laws, insurance, the financial services sector, electronic commerce, and personal data protection. However, regulatory fragmentation creates unclear distribution of responsibilities between insurance companies and <i>e-commerce platforms</i> , especially related to transparency, consumer consent, data processing, and dispute resolution. The main problem is not the absence of regulation, but the weak regulatory coherence and accountability in the digital ecosystem. There is a need for harmonization of regulations based on <i>ecosystem governance</i> and the implementation of <i>functional allocation of responsibility</i> to ensure effective consumer protection without hindering digital innovation.

I. INTRODUCTION

The transformation of the digital economy has changed the way people acquire financial products and services, including insurance. If previously the legal relationship between insurance companies and policyholders was formed through relatively conventional interactions, digitalization allows insurance products to be offered quickly through applications, websites, *Marketplace*,

and the platform *E-commerce*.(Yolanda, 2025) Integration of insurance into the ecosystem *E-commerce* It even makes insurance protection part of the process of purchasing goods and services, for example through offering protection for electronic devices, travel, health, and other consumer products.(Tenteram, 2022) The changes provide efficiency and expand public access to insurance, but

at the same time shift the character of the legal relationship from a bilateral relationship between the insurer and the insured to a multidimensional relationship involving insurance companies, consumers, *E-commerce Platform* technology providers, and intermediaries. The problem is that the development of the business model is moving faster than the legal ability to anticipate the distribution of responsibilities between the parties.

Normatively, Indonesia actually has a fairly broad protection framework. Law Number 40 of 2014 concerning Insurance places insurance activities in a special regulatory and supervisory regime, while Law Number 8 of 1999 concerning Consumer Protection provides a basis for the protection of consumer rights in obtaining information, security, convenience, and dispute resolution. This framework is strengthened through Law Number 4 of 2023 concerning the Development and Strengthening of the Financial Sector (P2SK Law), which expands and strengthens the regulatory architecture of the financial services sector and the authority of the Financial Services Authority. Thus, in terms of *legal framework*, Indonesia is not in a state of legal vacuum. However, the existence of these various legal instruments has not automatically solved the problem when insurance products are marketed through digital platforms that have different characters, transaction mechanisms,

and accountability structures from conventional insurance distribution.

The problem is becoming more complex because digital transactions result in greater information inequality. Consumers are often faced with concise, choice-based product information *Check box*, electronic approvals, lengthy terms and conditions, and a purchase mechanism designed to take place in a few clicks. (Anwar, 2024, p. 4) In such conditions, the consumer's formal consent does not necessarily indicate that the consumer truly understands the coverage coverage, exclusions, coverage period, claim procedures, or legal consequences of the insurance contract. (Simarmata et al., 2026) This problem is relevant to the consumer protection regime in the financial services sector because POJK Number 6/POJK.07/2022 emphasizes increasing consumer legal awareness, understanding, and certainty of financial products and services. The regulation also pays attention to the use and provision of consumers' personal data to other parties. Thus, the issue of digital insurance cannot be narrowed down as a technological issue, but rather a matter of information asymmetry and the effectiveness of legal protection.

The dimension of personal data protection further expands the problem. Platforms *E-commerce* and insurance companies can process various consumer information for the purposes of transactions, identification, marketing, risk

assessment, and claims services. Law Number 27 of 2022 concerning Personal Data Protection introduces a legal framework regarding the rights of data subjects, the responsibilities of data controllers and processors, as well as legal and accountable data processing principles. The problem arises when consumer data is transferred or used by several actors in a digital ecosystem, who is legally responsible in the event of data misuse, system security failures, or data processing that goes beyond the original purpose of the transaction? This fragmentation of responsibility has the potential to create *Grey area*, especially when consumers are unable to distinguish the legal status of an insurance company from the status of a digital platform.(K. A. P. Dewi, 2025)

The regulatory gap can also be seen from the specific developments in the regulation of the digitalization of the insurance sector. POJK Number 36 of 2024 introduces more specific provisions regarding the implementation of the insurance business through digital channels, including the requirements for approval and implementation of electronic systems. These developments show that regulators are aware of the need to adapt insurance laws to digital transformation. However, the legal challenge is not only how to give permission to companies to provide digital services, but how to ensure that consumer rights remain protected

when the marketing process, contract approval, data collection, premium payment, and claim submission takes place in an ecosystem that is largely controlled by technology and algorithms.(Prabowo & Sulistianingsih, 2026, p. p. 53)

Based on these conditions, this study departs from the argument that consumer protection in digital insurance services on *e-commerce* platforms is not sufficiently analyzed through a sectoral insurance law approach. An approach is needed that connects consumer protection law, insurance law, digital financial services regulation, electronic transaction law, and personal data protection. The main issue is not only whether regulations are available, but whether the existing regulatory construction is able to determine who is responsible, what rights must be guaranteed, how information must be provided, how consumer data is protected, and what mechanisms are available when consumers are harmed. Therefore, this study analyzes the challenges of consumer protection and the adequacy of the regulatory framework for digital insurance services on *e-commerce platforms* in Indonesia, as well as identifying the need to strengthen the law so that digital innovation does not develop at the expense of legal certainty and consumer positions.

II. RESEARCH METHODS

This research uses a normative legal research method with a

prescriptive-analytical research character. Normative legal research was chosen because the focus of the research is directed at the study of norms, principles, structures, and relationships between legal provisions that regulate consumer protection in digital insurance services on the platform *E-commerce* in Indonesia.(Sonata, 2014, p. 16) The research is not directed to measure consumer behavior or perception empirically, but to analyze whether the applicable legal framework has been able to provide adequate protection for consumers in legal relationships formed through the digital ecosystem. The prescriptive character in this study is used to formulate arguments on how the law should be built and applied in order to be able to answer the development of digital insurance business models.

The research uses three main approaches, namely the legislative approach (*Statute approach*), conceptual approach (*conceptual approach*), and analytical approaches (*Analytical Approach*). The legislative approach is used to identify and analyze the various regulations that make up the legal framework for consumer protection and the implementation of digital insurance.(Rizkia & Fardiansyah, 2023, p. p. 43) Primary legal materials include the 1945 Constitution of the Republic of Indonesia, Law Number 8 of 1999 concerning Consumer Protection, Law Number 40 of 2014 concerning Insurance as amended

through Law Number 4 of 2023 concerning the Development and Strengthening of the Financial Sector, Law Number 27 of 2022 concerning Personal Data Protection, as well as laws and regulations related to the implementation of electronic transactions and trade through electronic systems.

The analysis is also focused on the regulations of the Financial Services Authority as a regulator of the financial services sector, especially the Financial Services Authority Regulation Number 22 of 2023 concerning the Protection of Consumers and the Community in the Financial Services Sector and the Financial Services Authority Regulation Number 8 of 2024 concerning Insurance Products and Insurance Product Marketing Channels. POJK Number 8 of 2024 has an important position in research because it specifically makes adjustments to the development of insurance product innovation and marketing channels, including the implementation of insurance products digitally, the obligation to implement information technology risk management, and the possibility of cooperation between insurance companies and other parties in the implementation of insurance products digitally. Provisions regarding marketing through remote communication media also require information about the identity of insurance companies, products

offered, and policy terms and conditions.

The conceptual approach is used to analyze the legal concepts on which the research is based, particularly consumer protection, digital insurance, *e-commerce platforms*, information transparency, consumer consent, legal responsibility, information asymmetry, personal data protection, and dispute resolution. This approach is important because digitalization not only changes the transaction medium, but also has the potential to change the structure of legal relations between consumers and business actors. In insurance transactions through *e-commerce* platforms, consumers are not always in direct contact with insurance companies as product providers. Digital platforms can carry out marketing functions or be part of transaction mechanisms, while payment processing, data, technology, and post-transaction services can involve other parties. This condition raises conceptual issues regarding the boundaries of contractual relationships and the distribution of legal responsibilities between the parties.

Furthermore, an analytical approach is used to test the adequacy and coherence of regulations in dealing with the characteristics of digital insurance services. The analysis is carried out through four interrelated dimensions. First, the study analyzes the transparency and information of the product, including

the adequacy of information regarding coverage benefits, exclusions, premiums, coverage periods, claim procedures, and policy terms and conditions. Second, the study examines consumer consent and information asymmetry, especially whether consent given through electronic mechanisms can be considered to reflect the consumer's understanding of contractual consequences. Third, the study analyzes the distribution of legal responsibility between insurance companies, *e-commerce* platforms, and other parties involved in the provision of services. Fourth, the study examines the protection of personal data as well as the complaint and dispute resolution mechanisms, including how consumers obtain redress in the event of data misuse, system failures, misleading information, or obstacles in the claims process.

Secondary legal materials used include law books, national and international journal articles, previous research results, expert opinions, as well as academic publications and official reports of institutions relevant to the insurance sector, consumer protection, digital economy, and personal data protection. Secondary legal materials are used to provide a theoretical and academic foundation in interpreting legal norms while identifying developments in thinking about consumer protection in digital transactions. Tertiary legal materials

in the form of legal dictionaries, encyclopedias, and other legal reference sources are used to help clarify legal terms and concepts used in research.

The collection of legal materials is carried out through library *research* with the stages of inventory, classification, selection, and systematization of legal materials based on their relevance to the object of research. Primary legal materials are placed as the main basis in determining the rights, obligations, authorities, and responsibilities of the parties. Secondary legal materials are used to strengthen the construction of arguments and provide an academic perspective on the problems being analyzed.

All legal materials were then analyzed using qualitative-juridical analysis through legal interpretation, vertical and horizontal synchronization, as well as analysis of potential conflicts, overlaps, and norm gaps. Vertical synchronization was used to see the conformity of implementing regulations with higher regulations, while horizontal synchronization was used to test the linkages between insurance law, consumer protection law, electronic transaction regulation, financial services sector regulation, and personal data protection. The analysis was used to determine whether the various legal instruments that have been available sectorally are able to form integrated consumer protection in digital insurance transactions.

In the final stage, the study uses prescriptive analysis to formulate the need for law enforcement based on normative findings. Thus, the research does not stop at identifying the existence of regulations, but assesses whether the regulation is able to provide certainty regarding information standards, the validity of consumer consent, the division of responsibilities between actors in the digital ecosystem, the protection of personal data, and access to complaint and recovery mechanisms. The results of the analysis then become the basis for formulating recommendations regarding the strengthening and harmonization of consumer protection regulations in digital insurance services on *e-commerce platforms* in Indonesia.

III. RESULTS AND DISCUSSION

A. Construction of Consumer Protection in the Digital Insurance Ecosystem

The results of the study show that Indonesia basically has a relatively comprehensive legal construction to provide protection to consumers in insurance services, including when the product is marketed through digital media.(Puspitasari et al., 2025, p. 23) The main problem lies not in the absence of legal norms, but in how these various legal regimes work simultaneously when an insurance transaction takes place through the platform *E-commerce*. This condition

is important because the nature of digital transactions causes legal relationships to no longer be limited to insurance companies and consumers, but can involve digital platforms and other parties that carry out marketing, technology, payment, and data processing functions.

Normatively, consumer protection derives the main basis from Law Number 8 of 1999 concerning Consumer Protection. The law is still in force and is the general basis for consumer protection in Indonesia. The principle of protection in the law places consumers as parties who have the right to obtain true, clear, and honest information about the condition and warranty of goods and/or services, obtain security and comfort, and obtain a settlement mechanism in the event of a loss.(Mewu & Mahadewi, 2023) In the context of digital insurance, this principle must be translated not only to the content of the policy, but also to the entire digital process that precedes the formation of a contractual relationship.

The problem is that digital transactions tend to simplify the purchase process through interfaces that allow consumers to complete transactions in short stages.(Septanto et al., 2024) On the one hand, such mechanisms improve efficiency and accessibility. However, on the other hand, such simplification has the potential to reduce the quality of information consumers receive. Insurance products are essentially

complex contractual products because consumers' rights to benefit from coverage are determined by risk coverage, exclusions, coverage periods, premiums, claim procedures, and administrative requirements.(Hidayah, 2024) Therefore, information that is only presented in the form of a summary or *checkbox* potentially creating a gap between formal consent and the consumer's substantive understanding.

This condition has gained stronger relevance in the OJK regime. POJK Number 22 of 2023 was issued in response to the increasingly complex development of the financial services industry and the increasingly rapid digitization of financial services products and/or services. The regulation replaces POJK Number 6/POJK.07/2022 and strengthens the consumer and public protection framework in the financial services sector. Thus, consumer protection in the financial services sector can no longer be understood only based on general principles in the Consumer Protection Law, but must be read together with the special obligations imposed on Financial Services Business Actors.

One of the important implications of such a regime is a change in the orientation of protection from an approach that focuses solely on settling losses to an approach that also emphasizes loss prevention. In digital insurance transactions, such prevention must be carried out from

the marketing and information stages. Consumers should not be put in the position of having to understand the legal consequences of the policy for themselves after the transaction is completed. Instead, business actors should ensure that consumers gain an understanding of their costs, benefits, risks, and rights and obligations.(Nasution & Harris, 2025) The POJK 22/2023 implementation guidelines even identify the need for prospective consumers to gain an understanding of costs, benefits, risks, rights and obligations and be given sufficient time to understand the agreement clauses.

From a contractual law perspective, it shows that electronic consent cannot be viewed mechanically as the sole proof that the consumer has understood the entire contractual consequences.(Shidarta, 2023) *Click-wrap agreement, checkbox*, or the consent button can indeed be an instrument of contract formation, but the formal validity of the consent must be distinguished from the quality of the information that precedes it.(Widyawati et al., 2025) If consumers give consent based on incomplete, disproportionate, or incomprehensible information, then there is a question about whether the consent mechanism has met the substance of consumer protection.

The issue becomes more complex when insurance is offered as an additional or *Embedded Insurance* in the transaction of purchasing goods or services in *E-commerce*. Consumers

can view insurance only as an additional feature of the main transaction, not as a financial services contract that has its own legal consequences.(Subekti, 2017) In such situations, the design of the platform may influence consumer decisions. Insurance products may be placed as checked, automatically recommended, or displayed in the form of promotions that emphasize benefits but do not provide equal room for exclusions and limitations of coverage.

From the results of the normative analysis, it can be concluded that the principle of transparency in digital insurance must be understood as *substantive transparency*, not just the existence of information. This means that the obligation to provide information must consider the way the information is presented, the level of consumer understanding, the timing of providing information, and the relevance of the information to consumer decisions. Thus, consumer protection in digital insurance is not enough just to provide policies electronically, but must ensure that consumers have a reasonable opportunity to understand the risks and legal consequences before giving consent.

The construction is also supported by POJK Number 8 of 2024 concerning Insurance Products and Insurance Product Marketing Channels. The regulation is an improvement to the regulation of

insurance products and marketing channels to match the development of increasingly varied and dynamic product innovations. One of the important substances is the regulation of the implementation of insurance products digitally. OJK states that companies that provide insurance products digitally must meet certain requirements, including having an electronic system operator registration certificate and implementing information technology risk management procedures.

POJK 8/2024 stipulates that the marketing of insurance products through remote communication media must provide information about the identity of the insurance company, the products offered, and the terms and conditions of the policy. This provision shows that regulators have anticipated the issue of transparency in digital marketing. However, this norm still faces challenges when applied in *e-commerce* platforms, because consumers often recognize the platform as the party who interacts directly with them, while insurance companies are behind the transaction structure.

Thus, the results show that Indonesia's consumer protection framework has moved towards a more digitalization approach, but there are still problems in integrating information transparency, approval quality, digital design, and distribution of responsibilities. The availability of norms has not

automatically resulted in substantive protection if consumers still have difficulty understanding who is a service provider, what the scope of protection is, and to whom claims should be directed in the event of a loss.

B. Fragmentation of Legal Liability between Insurance Companies and E-Commerce Platforms

The second finding shows that the most significant problem is in digital insurance services on the platform *E-commerce* lies in the fragmentation of legal liability. In the conventional model, the relationship structure is relatively simple because the insurance company acts as the product provider and the consumer as the policyholder.(Gultom, 2024) Digitalization changes that structure by including platforms as actors that can play marketing functions, transaction infrastructure providers, interface providers, or liaisons between consumers and insurance companies.

The change creates legal questions about the limits of each party's liability. If a consumer receives incorrect information about insurance benefits, for example, it needs to be determined whether the error is the responsibility of the insurer as the owner of the product, the platform that displays the information, or both.(Rambe & Sekarayu, 2022) The same problem arises when consumers have paid premiums but transaction

data is not fully forwarded to the insurance company, or when consumers have difficulty filing claims because platforms and insurance companies direct consumers to other parties.

Sectorally, POJK 8/2024 has actually anticipated the involvement of other parties in the marketing and implementation of insurance products. This provision requires insurance companies that use certain marketing channels to have a written agreement with the marketing party.(Rahmatillah & Suminar, 2022) The arrangement is an important development because it shows that the relationship between insurance companies and marketing parties is not left entirely in the realm of private contractuals, but is placed within the framework of the governance of the financial services sector.

However, the obligation to have a written agreement between actors does not automatically solve the problem of consumer protection. The agreement between the insurance company and the platform mainly regulates the internal relationship between the actors, while the consumer is a party outside the contract.(Ikhsan, 2022) This is where the problem arises *accountability gap*. Consumers may not be aware of the contents of the cooperation agreement between the insurer and the platform so they do not know which party has certain obligations. Even when internally the responsibility has been divided

through an agreement, such division should not diminish the consumer's right to recovery.

This principle can be related to the construction of consumer protection that places business actors as parties who have obligations to consumers. In the digital ecosystem, the term "business actor" becomes more complex because economic functions previously carried out by one actor can be distributed to several actors.(Zhukhruffa, 2023) Therefore, the law is not enough to only identify who owns the insurance product, but also to pay attention to who controls the process that causes consumer losses.

Control criteria are important because liability should follow the party's ability to prevent and control risks. If the insurance company determines the benefits, exclusions, premiums, and claim decisions, then the insurance company must still be responsible for the substance of the product.(Nst & Siregar, 2024) On the other hand, when the platform controls how the product is displayed, the mechanism *Checkout*, the delivery of information, or the collection of transaction data, then there is an argumentative basis for imposing certain responsibilities on the platform for the functions under its control.(N. M. T. Dewi & Kusumawardhani, 2026)

With such an approach, the division of responsibility does not always have to be in the form of a single responsibility. In a digital

ecosystem, it is possible to *Distributed responsibility*, which is a responsibility that is divided based on the functions and level of control of each actor.(Al-Bantani et al., 2026) This concept is more appropriate than an approach that automatically frees up the platform just because the platform is not an insurance company.

This problem can also be seen from the perspective of electronic commerce law. Government Regulation Number 80 of 2019 concerning Trade Through Electronic Systems is one of the legal bases for the implementation of trade through electronic systems in Indonesia and is still in force. The existence of this regulation shows that the relationship between consumers and digital platforms has its own legal dimension. However, insurance services cannot be fully treated as ordinary *e-commerce* transactions because the products traded are in a financial services regime that has the character of sectoral supervision.

Thus, there is an intersection between two regimes, the electronic commerce regime that regulates the activities of digital platforms and the financial services regime that regulates products and insurance providers. This intersection can create *regulatory overlap*. On the one hand, insurance companies are subject to OJK supervision, on the other hand, platforms can be subject to trade provisions through electronic systems and other digital provisions. Consumers are in the middle of these

two regimes and can experience difficulties when it comes to determining the legal basis and responsible parties.

This problem is increasingly seen in the claim mechanism. Claims are the stage when the promise of protection in an insurance contract is tested concretely. If the consumer buys protection through *E-commerce*, consumers can rationally assume that all processes related to the purchased product are in a single service ecosystem.(Marpi, 2020, p. 127) If when a claim occurs, the consumer actually has to contact an insurance company that was previously not known directly, there is a potential gap between consumer expectations and the actual legal structure.

From a consumer protection perspective, the gap should not be imposed entirely on consumers. Platforms that derive economic benefits from the integration of insurance products into their ecosystem have at least an obligation to provide clear information regarding the identity of the insurance company, platform position, claims procedure, and complaint mechanism.(Nurdiana, 2026, p. 40) This is in line with the orientation of POJK 8/2024 which requires information about the identity of insurance companies, products, and policy terms and conditions when marketing is carried out through remote communication media.

On the other hand, the insurance company cannot use the involvement

of the platform as an excuse to transfer responsibility for its contractual obligations. The insurance company remains the party that provides coverage and determines the content of the coverage.(Budiman et al., 2022) Therefore, the responsibilities of platforms and insurers should be differentiated based on function, but should not result in situations where consumers lose access to recovery.

The results of this study show that the most appropriate approach is *functional allocation of responsibility*, namely the imposition of responsibility based on the functions performed, the level of control over the digital process, and the ability of each party to prevent losses.(Rachmawan & Simangunsong, 2026) The model is better able to answer the character of the digital ecosystem than the traditional approach that only bases responsibility on direct contractual relationships.

Thus, the main legal issue in the relationship between insurance companies and *e-commerce* platforms is not only about whether the platform is an insurance company or not. The more fundamental issue is whether the platform performs functions that significantly affect consumer decisions and the implementation of insurance transactions. If the answer is positive, then consumer protection law must provide space to assess the responsibility of platforms based on these functions. In conclusion, the fragmentation of responsibility is one

of the main weak points in digital consumer protection because the sectoral legal structure does not fully reflect the multidimensional structure of the digital economy.

C. Personal Data Protection, Consumer Recovery, and the Need for Regulatory Harmonization

The third finding shows that consumer protection in digital insurance cannot be separated from the issue of personal data and recovery mechanisms. Digitalization causes consumer data to become an integral part of the marketing process, policy issuance, risk assessment, payment, service, and claims.(Napitupulu et al., 2025) When insurance is integrated with *E-commerce*, such data has the potential to involve more actors, increasing the risk of consumers losing control over their use of personal information.

Law Number 27 of 2022 concerning Personal Data Protection provides a relatively comprehensive legal framework regarding the principles, types of personal data, rights of data subjects, personal data processing, obligations of data controllers and processors, data transfers, administrative sanctions, dispute resolution, and certain criminal provisions. Particularly relevant for insurance services is the classification of certain personal data, including health data and personal financial data, as personal data of a specific nature. This shows that data

processed in insurance services can have a high level of legal sensitivity.

In this context, the issue does not stop at the question of whether the data is collected with the consent of the consumer. The more important question is for what purpose the data is used, who controls its processing, to whom the data is provided, and whether the use is proportionate to the purpose of the transaction. Consumers who purchase travel insurance through *E-commerce*, for example, can provide data to obtain certain protections.(Prayuti, 2024) However, if the data is then used for marketing other products without an adequate legal basis, then there is a problem regarding the limits of data use.

This problem is even more complex when there are multiple controllers or data processors. Platform *E-commerce* It can control the data collected at the time of transactions, while the insurance company controls the data needed for policy issuance and claims processing.(Rafli & Siska, 2024) Certain technology providers may also process data based on a contractual relationship with one of the parties. In such conditions, consumers have the potential to have difficulty determining which party should be held accountable in the event of a leak or inappropriate use of data.

The Personal Data Protection Law has made a distinction between a controller and a data processor and establishes obligations related to data

processing.(Simanjuntak, 2024) However, in the digital insurance ecosystem, the application of the concept requires a clear mapping of each actor. This means that the cooperation contract between the insurance company and the platform is not enough to regulate the commercial aspect, but must explicitly specify the role of each party in data processing, the purpose of the processing, data security, notification to the data subject, and procedures in the event of an incident.

At this point, it can be seen that personal data protection and consumer protection have a mutually reinforcing relationship. Violations of personal data are not only a privacy issue, but can develop into economic and contractual losses.(Waruwu & Siswoyo, 2024) Leaked data can be used for fraud, manipulation, or unwanted transactions. In the insurance sector, such risks can even affect risk assessments, service decisions, and consumers' relationships with insurance companies.

Therefore, the principle of data security must be placed as part of consumer protection, not just as a company's technical obligation. This is consistent with the development of OJK regulations that place data and consumer information security as one of the important aspects of consumer protection. OJK has also emphasized the obligation to maintain the confidentiality and security of consumer data and/or information

within the framework of POJK 22/2023.

The next dimension is the complaint and dispute resolution mechanism. Consumer protection will not be effective if substantive rights have been granted but consumers do not have an easy mechanism to demand redress.(Rahayu et al., 2025) POJK 22/2023 provides a protection framework that includes consumer protection and complaint handling functions. OJK explained that the consumer protection function includes receiving, handling, and resolving complaints submitted by consumers.

However, the complaint mechanism becomes more complicated in multidimensional transactions. Consumers may file complaints with the platform because the transaction is done through the platform, while the platform directs the consumer to the insurance company. The insurance company can then state that certain problems lie with the platform's system. If this pattern occurs, consumers can be trapped in *institutional ping-pong*, which is a condition where each party transfers consumers to the other party without any actor taking responsibility effectively.

Legally, this condition is contrary to the consumer protection objective which is supposed to provide access to effective remedies.(Dome et al., 2025) Protection cannot be considered effective just because there is a formal complaint

channel. The channel must be accessible, clear, responsive, and able to connect consumers with those who have the authority to resolve the issue.

OJK data shows that the issue of consumer protection is not just a theoretical issue. In the period from January 1 to September 23, 2024, the OJK recorded 168 financial services business actors who compensated consumers for 971 complaints with a value of more than Rp112.7 billion. In the same period, the OJK also imposed various administrative sanctions related to consumer protection, including violations in the provision of information in advertisements and marketing procedures. The data shows that information quality and marketing behavior are real problems in the financial services sector and not just theoretical issues in normative research.

Based on the overall analysis, this study found that Indonesia has built various layers of regulations that individually provide protection for consumers. These layers include consumer protection laws, insurance laws, financial services sector laws, trade regulations through electronic systems, and personal data protection laws. However, sectoral fragmentation causes these protections to not be fully integrated at the ecosystem level.

These issues show the need for a regulatory approach oriented to *Ecosystem Governance*. In this approach, regulations not only govern each institution separately, but also

govern relationships and the division of responsibilities when different institutions operate in a single digital transaction. Insurance companies must remain responsible for the substance and execution of coverage. Platforms *E-commerce* must be responsible for the digital functions under its control, in particular information, transaction design, system integrity, and liaison mechanisms with insurance providers.(Satory & Nuraeni, 2024) Other third parties must be responsible in accordance with their functions and roles in data processing and service delivery.

The model also requires the principle that cooperation agreements between actors must not reduce consumer rights. In other words, the division of responsibility internally must have external limits in the form of consumer protection. Consumers should not bear the consequences of the complexity of contracts and business structures created by business actors.

In the end, the results of the study show that Indonesia's regulatory needs are not solely the addition of new rules, but the harmonization and integration of existing norms. The Consumer Protection Law provides general principles, the Insurance Law and the P2SK Law provide a sectoral regime, POJK 22/2023 provides a framework for financial services consumer protection, POJK 8/2024 regulates insurance products and marketing

channels including digital implementation, PP 80/2019 regulates trade through electronic systems, while Law 27/2022 provides a framework for personal data protection. Each instrument has its own function, but the relationship between these instruments needs to be translated into a clearer accountability mechanism in digital transactions.

Thus, consumer protection in digital insurance services on *e-commerce* platforms can be said to be adequate at the level of normative coverage, but still faces problems at the level of regulatory coherence and accountability. Indonesian law already has enough norms to protect consumers, but the main challenge lies in the ability of these norms to work in an integrated manner in a digital ecosystem involving many actors. Therefore, future law strengthening must be directed at clarity on the division of responsibilities based on functions, substantive digital transparency standards, data protection from the collection stage to use, and complaint and recovery mechanisms that do not impose the complexity of the digital ecosystem on consumers.

IV. CONCLUSION

Digital transformation in the insurance sector has resulted in fundamental changes in the pattern of legal relations between consumers and insurance service providers. The integration of insurance products into

e-commerce platforms provides benefits in the form of ease of access, transaction efficiency, and expanded distribution of insurance products, but at the same time creates a different form of consumer vulnerability than conventional insurance transactions. Consumers are no longer only dealing with insurance companies as insurers, but are in an ecosystem involving *e-commerce* platforms, technology providers, payment parties, and other actors that can have functions in marketing, data processing, and services. These changes result in multidimensional legal relationships and demand the construction of consumer protection that is able to keep up with these complexities.

The results of the study show that Indonesia actually has a relatively comprehensive normative scope of consumer protection. Law Number 8 of 1999 concerning Consumer Protection provides the basis for consumers' rights to security, convenience, true, clear, and honest information, as well as dispute resolution. The regime is strengthened by Law Number 40 of 2014 concerning Insurance as strengthened through Law Number 4 of 2023 concerning the Development and Strengthening of the Financial Sector, Financial Services Authority Regulation Number 22 of 2023 concerning Consumer and Community Protection in the Financial Services Sector, and POJK Number 8 of 2024 concerning Insurance Products and

Insurance Product Marketing Channels. In addition, Law Number 27 of 2022 concerning the Protection of Personal Data and Government Regulation Number 80 of 2019 concerning Trade Through Electronic Systems provide an additional dimension of protection for transactions and consumer data. Thus, the legal problems found are not mainly in the form of legal vacancies.

A more fundamental problem is regulatory fragmentation and the lack of optimal integration of legal liability in the digital insurance ecosystem. Each legal regime regulates certain aspects sectorally, but has not yet fully provided a clear construction of the relationship and division of responsibilities when insurance companies and *e-commerce* platforms jointly form a transaction process. Insurance companies are in principle responsible for the substance of the product, coverage coverage, policies, and the implementation of contractual obligations. However, *e-commerce* platforms can have a significant influence on the way products are displayed, information is delivered, approvals are obtained, transactions are made, and consumer data is processed. Therefore, legal liability should not only be determined based on formal identity as a product provider, but also on the function, level of control, and ability of each actor to prevent losses from incurring.

Research has also found that information transparency is a critical point of consumer protection in digital

insurance. The provision of information electronically does not in itself indicate that the principle of transparency has been met. Consumers must obtain understandable information about coverage benefits, exclusions, premiums, term limits, claim procedures, insurance company identity, and legal consequences of the consent given. Thus, legal protection requires the concept of *substantive transparency*, which is transparency that not only assesses the existence of information, but also the quality, affordability, comprehension, and time of providing information to consumers. Consent through *checkboxes*, *click-wraps*, or other electronic consent mechanisms should not be viewed solely as formal evidence of consent if the previous process does not provide an adequate opportunity for consumers to understand the contract.

The dimension of personal data protection also presents increasingly complex challenges. Insurance services require the processing of consumer data for the purposes of identification, policy issuance, risk assessment, premium payment, and claims. When these processes are integrated with *e-commerce*, data can be processed by various actors with different functions. These conditions demand clarity regarding each party's position as a controller or processor of data as well as responsibility in the event of leakage, misuse, or processing that is not in accordance

with legitimate purposes. Data protection cannot thus be placed as a separate privacy issue, but must be understood as an integral part of consumer protection.

Based on these findings, the study concludes that strengthening consumer protection in digital insurance services in Indonesia does not primarily require fragmentary regulatory additions, but rather harmonization and integration of ecosystem-based regulations. A more appropriate model is *the functional allocation of responsibility*, which is the imposition of responsibilities based on function, the level of control over digital processes, and the ability of each actor to prevent and recover consumer losses. The model allows insurers to remain responsible for the substance and implementation of coverage, while *e-commerce* platforms are responsible for the digital aspects under their control, including information presentation, transaction design, system integrity, and liaison functions with insurance companies.

As a recommendation, the Financial Services Authority together with relevant regulators need to develop an integrated digital consumer protection framework for insurance transactions on *e-commerce* platforms. The framework needs to establish digital transparency standards, obligations to disclose the identity and legal position of each actor, function-based responsibility sharing, data protection standards, and integrated complaint and dispute

resolution mechanisms. In addition, cooperation agreements between insurance companies and platforms should not be used to reduce or divert consumer rights. With this approach, digital innovation in the insurance sector can continue to develop without sacrificing legal certainty, business actor accountability, and the position of consumers as structurally more vulnerable parties in digital transactions.

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