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## Consumer Protection for Honda Vehicle Users with Frame eSAF Damage Based on the Principles of Consumer Safety and Security

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**Abstract:** Two-wheeled vehicles are one of the primary modes of transportation for the majority of the population today. Honda, a leading manufacturer of two-wheeled vehicles, dominates the market in Indonesia by continually introducing innovations that meet consumer needs. Honda's latest innovation is the Enhanced Smart Architecture Frame (eSAF). However, in some cases, this frame has experienced damage due to corrosion, which can be detrimental and even dangerous to consumers. This research used a normative legal research method, utilizing a literature review of positive law, data, and other legal materials, supplemented by interviews. The objective of this study is to analyze the aspects of legal protection for consumers using Honda vehicles with eSAF frame damage based on the principles of consumer safety and security. The research results indicated that in this case, Honda did not apply the principles of consumer safety and security, which should be an obligation for businesses to ensure the safety and security of their consumers. Legal protection for eSAF frame users is also assured by Law No. 8 of 1999 regarding Consumer Protection, which offers a robust basis for safeguarding consumer rights, especially their right to safety and security.

**Keyword:** Consumer Protection, eSAF Frame, Honda.

### INTRODUCTION

Two-wheeled vehicles are highly favored by people from various backgrounds due to their relatively superior fuel efficiency compared to cars. Additionally, motorcycles are quite effective in avoiding traffic congestion on the roads. Motorcycles are economically accessible to everyone because of their affordable prices. Currently, numerous motorcycle companies are offering a variety of models, designs, and specifications, all providing superior quality at competitive prices. The high level of competition in the market demands that motorcycle manufacturers be more innovative and creative in delivering their products. This situation compels manufacturers to continually innovate their products, resulting in a diverse range of offerings.

Honda is a leading motorcycle manufacturer that has been able to dominate a significant market in Indonesia by offering a variety of motorcycle products. One form of the

public's trust in Honda's products is its ability to build market dominance (Abqari et al., 2024). Honda consistently innovates its products to meet the needs of its consumers in order to remain relevant in society, as evidenced by Honda receiving the ICSA (Indonesia Customer Satisfaction Awards) in 2015 (Baihaqi et al., 2022).

In 2019, Honda introduced a new innovation for the frames of its automatic motorcycles, using the new Enhanced Smart Architecture Frame (e-SAF). This frame features a structural design on the front side that directly connects to the rider's seat, and it is claimed by PT. Astra Honda Motor (commonly abbreviated as AHM), the manufacturer, is 8% lighter than the previously used frame, making it more comfortable and more fuel-efficient. Additionally, this frame offers the advantages of greater agility and stability, making the motorcycle easier to ride and more comfortable to maneuver on the road. The use of the eSAF frame in these motorcycles also provides larger storage space.

Some time ago, there were numerous complaints from consumers about the poor quality of the eSAF frame used by Honda, which had serious issues such as corrosion, rust, and breakage. Several examples of eSAF frame damage were shared on popular social media platforms like TikTok and Instagram, highlighting the overall quality of the frame. These incidents did not only occur with older vehicle frames but also affected the frames of newly purchased motorcycles.

The regulations that oversee the relationship between producers and consumers are designed to ensure that all transactions and interactions between these parties are conducted with fairness and sustainability. These legal principles establish a framework that promotes equitable treatment and long-term viability in their dealings. Legal principles are broad guidelines that encompass value standards. They serve as a form of legal rule that governs the interpretation and application of legal regulations. They also act as indirect instructions for behavior (Bruggink, 1999).

Legal principles hold the highest authority in the legal system because they serve as the guiding framework for evaluating positive legal norms. Legal principles are the foundation of a legal system, where general legal principles play the role of guiding actions as they need to be concretized. Once concretization has occurred and positive legal regulations and decisions have been established, legal principles still retain their function as evaluative norms (Bruggink, 1999). The Consumer Protection Law incorporates several key principles, including the Principle of Benefit, the Principle of Justice, the Principle of Balance, the Principle of Consumer Safety and Security, and the Principle of Legal Certainty. These principles collectively aim to ensure comprehensive protection for consumers in various aspects.

The provided description indicates that the damage to the eSAF frame not only causes losses for consumers but also poses a danger to the lives of riders on the road due to unexpected frame failures. This situation raises significant issues for the general public in terms of consumer protection. Examples of corrosion damage to the eSAF frame demonstrate a failure to comply with the Principle of Consumer Safety and Security, which is an important principle that must be guaranteed by PT. Astra Honda Motor as a motorcycle manufacturer. The principle of consumer safety and security governs how products are produced, distributed, and used to protect consumers from dangers and risks that may arise from their use. Article 4(a) of Law No. 8 of 1999 concerning Consumer Protection (UUPK) explicitly states that business operators have a legal obligation to ensure the protection of consumers' rights to safety, comfort, and security in the consumption of goods and/or services.

Given the issues related to the damage of the eSAF frame, the author is interested in discussing the topic titled "Consumer Protection for Honda Vehicle Users with Frame eSAF Damage Based on the Principles of Consumer Safety and Security." This issue raises important legal questions, namely how the principles of consumer safety and security are

applied in regulating the obligations of automotive business operators, and how consumer protection is ensured in cases of eSAF frame damage based on these principles.

## **METHOD**

This research was categorized as normative legal research complemented by the conduct of interviews. Normative research primarily relied on literature as a source of research data, also referred to as library research. This research also used a statute approach, which involved collecting data from various literary sources. Interviews involved gathering several individuals to exchange ideas or information through a structured question-and-answer format, with the ultimate goal of obtaining answers related to the research problems (Helaludin & Wijaya, 2019). The primary legal material in this research was Law No. 8 of 1999 concerning Consumer Protection. The data analysis methodology used was a descriptive-analytical strategy that involved examining specific topics and relating them to relevant literature, legal expert opinions, or applicable regulations (Soekanto, 1995). This approach aimed to obtain an understanding or interpretation that could result in informed opinions based on the legal materials studied by the author.

## **RESULTS AND DISCUSSION**

### **Principle of Consumer Safety and Security in Regulating the Obligations of Automotive Business Operators**

The principle of consumer safety and security stands as a fundamental guarantee to protect individuals who engage with and benefit from goods and services in the market. It emphasizes the assurance that consumers should feel regarding their safety while using these products or services. This principle is pivotal in ensuring that consumers are shielded from any potential risks that could endanger their well-being, peace of mind, or property. By upholding this principle, businesses and regulatory bodies affirm their commitment to safeguarding the interests and physical integrity of consumers, thereby fostering trust and confidence in the marketplace. The principle of consumer safety and security is a fundamental requirement enshrined in the Consumer Protection Law. Therefore, this principle is crucial to be included in the regulations governing the guarantees offered by vehicle manufacturers. In line with this principle, one of the consumer rights is the right to safety, which means that the services and goods provided to them must not pose any physical or spiritual danger when used.

The Consumer Protection Law (UUPK) outlines the principle of consumer safety and security in Articles 3-4, as well as Articles 7-8. Article 4, paragraph (1) of the Consumer Protection Law (UUPK), consumers possess the inherent right to enjoy comfort, safety, and security while engaging in the consumption of goods and/or services. This legal provision underscores the imperative for businesses and regulatory bodies to uphold stringent standards that safeguard consumers from any potential risks or harm that may arise during their consumption experiences. Additionally, Paragraph (3) underscores that consumers possess the entitlement to receive accurate, transparent, and truthful details regarding the quality and assurances accompanying goods and/or services. This provision emphasizes the necessity for businesses to uphold integrity and clarity in their communication, ensuring consumers are well-informed to make informed decisions without ambiguity or misinformation. These two consumer rights indicate that the UUPK regulates the rights that must be fulfilled by business operators to ensure consumers' safety, comfort, and security by providing correct, clear, and honest information.

If we relate this to the case of the eSAF frame by PT. AHM, which is prone to corrosion and breakage, the risk of frame breakage can lead to accidents on the road and endanger the lives of the motorcyclist as well as other nearby drivers (Hasbi & Sugiyono,

2024), This, of course, violates consumer safety and security as stated in Article 4, paragraph (1) of the Consumer Protection Law (UUPK).

The Enhanced Smart Architecture Frame (e-SAF) is claimed by PT. Astra Honda Motor to be lighter in weight compared to the previous tubular pipe frame. The eSAF frame is said to be superior because it uses rigid and strong steel material that is more resistant to deflection or bending when ridden. However, in reality, there have been many complaints from consumers about the eSAF frame experiencing corrosion and even breaking. This contradicts Article 4, paragraph (3) of the UUPK, which states that consumers have the right to correct, clear, and honest information regarding the condition and guarantees of goods and/or services. This also stands in opposition to Article 8, paragraph (1), letter (f), which explicitly prohibits business operators from manufacturing and/or trading goods and/or services that do not fulfill the promises made on their labels, packaging, descriptions, advertisements, or promotional materials. This provision underscores the obligation for businesses to adhere strictly to their claims, ensuring that all communicated promises regarding their goods and/or services are consistently met.

In addition to the Consumer Protection Law, other regulations govern automotive companies in applying the principles of consumer safety and security related to this case, namely Government Regulation No. 55 of 2012 concerning vehicles. Based on Article 8, paragraph (1) of Government Regulation No. 55 of 2012, vehicle frames must meet several criteria, which are as follows:

1. With a unified construction, separate, or partially unified and partially separate with the vehicle body;
2. Capable of withstanding all loads, vibrations, and shocks of the vehicle along with its cargo up to the Gross Vehicle Weight (GVW) or Gross Combination Weight Rating (GCWR);
3. Corrosion-resistant; and
4. Equipped with towing hooks at the front and rear of the motor vehicle, except for motorcycles.

The requirement for a vehicle frame, as stated in Article 8, paragraph (1), letter (c) of the Government Regulation concerning vehicles, specifies that the frame must be resistant to corrosion. This regulation must be fulfilled by business operators to ensure the right to safety and security for consumers using the vehicle.

### **Consumer Protection in Cases of eSAF Frame Damage Based on the Principles of Consumer Safety and Security**

Consumer protection encompasses a series of ideas, laws, or regulations designed to protect consumer rights and ensure their safety (Hidayani, 2012). The protection of consumer rights includes guarantees of comfort, safety, and security, as well as the provision of honest and transparent information regarding the quality and condition of services and goods. Consumers have the right to hold business operators accountable by requesting replacement or compensation if they receive goods that do not meet the agreed-upon standards set by the regulations (Putra, 2020).

The purpose of providing legal protection for consumers is not to harm companies but to foster a business environment that encourages a healthy business climate, leading to the emergence of strong companies capable of facing competition by providing quality goods and/or services. Essentially, the interaction between producers (companies that produce goods or provide services) and consumers (individuals who use goods or services for personal or family needs) is a continuous and sustainable relationship. This relationship arises because both parties mutually desire and depend on each other (Sidabalok, 2014).

Indonesia has legal provisions that regulate consumer protection, specifically Law No. 8 of 1999 concerning Consumer Protection, which is the primary and universally applicable

legislation. This law provides explanations regarding the requirements to ensure the safety and security of users in marketing a product or service. Additionally, the government has established the National Consumer Protection Agency (BPKN), which has the primary role of providing guidance and recommendations to the government in its efforts to enhance consumer protection in Indonesia. This agency functions as an advisor, offering constructive input to the government to ensure that the Consumer Protection Law can be effectively implemented. Its tasks, which involve providing advice and recommendations, aim to create a strong and comprehensive legal framework so that consumer rights can be optimally protected in various business transactions and consumer activities. The government has also established the National Transportation Safety Committee (KNKT) as a form of consumer protection to ensure transportation safety, in accordance with Presidential Regulation No. 102 of 2022 concerning the National Transportation Safety Committee (Laksono & Hendar, 2024).

In the case of eSAF frame damage caused by corrosion leading to rust and, in some cases, resulting in a broken frame, this directly contradicts the concept of consumer safety and security, as well as the consumer's right to safety, security, and comfort in consuming goods and/or services, as stated in Article 4, paragraph (1) of the Consumer Protection Law. Therefore, consumers who are harmed in this situation have the right to report their concerns and complaints about the product, as per Article 4, paragraph (4) of the Consumer Protection Law. This right is further elaborated in paragraph (5), which gives consumers the right to claim compensation if it is proven that their rights to consumer safety and security have been violated. In such cases, consumers have the right to receive support, protection, and assistance in appropriately resolving consumer protection disputes. In this situation, if consumers experience damage to the eSAF frame, they have the option to report their concerns to the National Consumer Protection Agency (Indonesian: *Badan Perlindungan Konsumen Nasional*) with supporting evidence, or they can directly address their complaints to the business entity, Astra Honda Motor.

Law No. 8 of 1999 concerning consumer protection provides various means to resolve conflicts between business actors. These methods are outlined in Chapter VI, specifically in Articles 19 to 28, which provide regulations regarding the responsibilities of business actors. According to Article 19, business entities are obligated to compensate for any damage, pollution, or consumer loss arising from the consumption of goods or services produced or traded by the business. Compensation for damages can be provided in the form of replacement services and/or goods or a refund of equivalent value. Alternatively, compensation can be given in the form of healthcare services or monetary compensation, in accordance with existing laws and regulations. However, it should be noted that the compensation provided by business entities is only applicable if the fault lies with the business actor and not the consumer, as stated in Article 19 paragraph (5). Article 19 of the Consumer Protection Law (UUPK) declares that producers have a legal obligation to compensate consumers for all losses incurred due to the consumption of traded products. These losses can include damage, pollution, as well as financial and health losses. Producers, as business actors, are required to compensate for losses, whether in the form of refunds, replacement goods, treatment, or compensation. The compensation must be provided within a maximum period of seven days from the date of the transaction. This article does not imply that issues can be resolved through legal proceedings; rather, it imposes an unconditional obligation on producers or business entities to provide compensation to customers, an obligation that must be fulfilled (Fauzi & Koto, 2022).

In an effort to resolve disputes regarding the eSAF frame damage caused by corrosion, PT Astra Honda Motor collaborated with third parties, namely the Ministry of Transportation (Kemenhub) and the National Transportation Safety Committee (KNKT). Mediation through Kemenhub and KNKT was undertaken to ensure a fair and transparent



resolution in accordance with applicable legal standards. The Directorate General of Land Transportation of the Ministry of Transportation, in collaboration with KNKT, conducted inspections from August to September 2023 to examine the eSAF frame of Honda motorcycles. Upon inspection, rust was detected inside the frame, which lacked a protective coating. Additionally, the drainage holes at the bottom were found to potentially accumulate dirt. As a result, PT. AHM has enhanced corrosion protection on all frames. PT Astra Honda Motor demonstrates its commitment and obligation as a leading manufacturer to address any complaints related to the eSAF frame, upholding the principles of consumer protection as stipulated in Law No. 8 of 1999.

The author interviewed a Service Advisor (SA) named Mr. Didit from one of the Honda Dealers in South Jakarta. He explained that Honda has taken responsibility for the damage to the eSAF frame by providing a 5-year warranty on the vehicle frame from the date of purchase. Mr. Didit also mentioned that each Astra Honda Authorized Service Station (AHASS) has a vehicle frame inspection program, and if any rust/corrosion is found, the frame will be re-coated to address the signs of corrosion at no cost. The re-coating process for the parts showing signs of corrosion takes approximately 2 hours. However, this action can only be carried out with the consumer's consent. If the consumer has time constraints, the action will not be performed, but the consumer will be reminded to return to the AHASS workshop to have the procedure done when they have time. The re-coated frame will be marked, so if the vehicle is serviced at an official workshop, it can be identified that the frame has undergone a re-coating process to address signs of corrosion. Honda also provides a 24-hour service through the Honda Contact Center at 1-500-989, accessible from all over Indonesia, for any complaints regarding Honda vehicles.

## CONCLUSION

The principles of consumer safety and security are mandatory guarantees that must be provided by automotive manufacturers as mandated by the Consumer Protection Law. In the Consumer Protection Law (UUPK), these principles of consumer safety and security are outlined in Articles 3, 4, 7, and 8. Consumer rights, as stated in the Consumer Protection Law (UUPK), include the right to safety, comfort, and security in using products, as well as the right to clear, correct, and honest information regarding product guarantees and conditions. The case of eSAF frame damage due to corrosion clearly violates consumer rights because it is harmful and potentially dangerous to consumers. It is the manufacturer's obligation to ensure the principles of consumer safety and security are upheld.

Consumer protection in Indonesia is clearly regulated under the Consumer Protection Law (UUPK). Legal protection ensures that consumer rights are respected, and the government has established the National Consumer Protection Agency (BPKN). If the eSAF frame of a Honda motorcycle experiences damage, consumers have the right to file a complaint regarding the product defect. Additionally, consumers are entitled to request compensation or reimbursement from PT. AHM for any losses incurred. Businesses are required to operate with integrity, provide accurate information about their products, and offer compensation for any losses resulting from the use of their products. In this case, the responsibility taken by PT. AHM as a form of consumer protection includes providing a 5-year frame warranty, offering a 24-hour complaint service, and allowing consumers with eSAF frame issues to visit AHASS workshops at no cost.

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