

## Comparison Between Consumer Education Laws in Indonesia and Singapore

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### Abstract

*This research aims to emphasize the importance of consumer protection in Indonesia. Law No. 9 of 1999 regulates the consumer's right to education. However, the legal norms for consumer protection do not regulate in detail the knowledge that should be taught. The position of consumers becomes weaker, making them vulnerable to fraud. Any loss suffered constitutes a violation of the objectives of the Consumer Protection Act in Indonesia. Consumer conditions in Indonesia are different from those in Singapore. The 2009 Consumer Protection (Fair Trading) Act does not specifically regulate consumer education materials. However, the Consumers Association of Singapore (CASE) actively provides education to consumers in Singapore. This research will compare the consumer education in Indonesia and Singapore. The comparative results will lead this research to suggestions for legislative power holders regarding how consumer education laws should be drafted and implemented in Indonesia.*

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## 1. INTRODUCTION

This research will emphasize the importance of consumer education in consumer protection in Indonesia. The need for consumer education in Indonesia has yet to receive full attention from legislators. There are no specific laws and regulations governing the definition, types, mechanisms, educators, and institutions that can provide consumer education in Indonesia. Law of the Republic of Indonesia Number 8 concerning Consumer Protection (Law No. 8 of 1999 or UUPK) has regulated consumer rights to education. However, the Consumer Protection Law (UUPK) does not detail the various important aspects of consumer education in Indonesia. The UUPK remains in effect, and no other legislation has amended it. Efforts to amend the Consumer Protection Law only materialized in the form of an Academic Paper for the Draft Law on Consumer Protection published by the National Legal Development Agency (BPHN) of the Ministry of Law and Human Rights of the Republic of Indonesia in 2020. Ultimately, consumer education remains a neglected issue, as it wasn't included as a key point in the amendments to the Consumer Protection Law.

As a result, consumers in Indonesia lack legal certainty. According to Mertokusumo, legal certainty refers to what is regulated by statutory provisions. Consumers in Indonesia lack legal certainty regarding the subjects they are supposed to be taught, making them less advantaged in bargaining. As a result, they become vulnerable to fraud by business actors. Advances in science and technology have made it possible to produce replicas of original products. For example, gemologists have succeeded in creating fake gemstones, such as

*alexandrite* synthetic with the help of laboratory equipment. Consumers who purchased the synthetic gemstones suffered losses. Zulkarnaen suffered losses of forty million rupiah due to a blue sapphire. Tanzania belongs to Suyodi, who sells it as if it were a real gem.

Any loss they suffer constitutes a violation of consumer rights. Consumers have the right to obtain information regarding the knowledge taught in consumer education. Furthermore, they also have the right to legal certainty. The legal basis for both is Article 4 letter (f) of Law No. 8 of 1999 in conjunction with Article 3 number 2 of Law of the Republic of Indonesia Number 39 of 1999. These two rights must be fulfilled by the Government of the Republic of Indonesia, which is obliged to provide consumer education. Therefore, the Indonesian House of Representatives needs to regulate the knowledge that should be taught to consumers. This regulation will result in new legal provisions as an amendment to the Consumer Protection Law. Written regulations containing legal norms in the form of commands (*commandment*) it will bind educators to teach consumer protection science.

Consumer education should be a primary focus of consumer protection laws. Consumer education will help consumers protect themselves from harmful transactions. For example, consumer education will teach them the rights and obligations of the parties in a transaction. This knowledge will help consumers to assess which business actors can provide goods and/or services according to their needs. This knowledge also helps consumers in identifying business actors who intend to do things prohibited by the UUPK. Another important piece of knowledge for consumers is how to file a lawsuit with the Consumer Dispute Resolution Agency (BPSK) or the District Court. Greater self-protection will increase consumer confidence in the loss of counterfeit goods transactions.

Consumer conditions in Indonesia are different from those in Singapore. The 2009 *Consumer Protection (Fair Trading) Act* also does not specifically regulate consumer education. However, there are still organizations *Consumers Association of Singapore* (CASE), which actively provide consumer education. CASE is a type of non-governmental organization that does not aim to seek economic profit. CASE's objective is to provide assistance, advice, consumer rights education, and mediation services to consumers to protect their interests and raise awareness of consumers in Singapore. CASE has been working to educate consumers in Singapore through their research and surveys. Consumers in Singapore benefit from magazines. *The Consumer*, which explains consumer issues in Singapore. The magazine teaches consumers to be careful in using goods and/or services in Singapore. CASE also receives complaints from consumers who have suffered losses on the site. [https://www.case.org.sg/complaint\\_lodgeacomplaint.aspx](https://www.case.org.sg/complaint_lodgeacomplaint.aspx). Consumers need include supporting documents in the form of an Identity Card and other documents related to their dispute or problem. CASE's efforts have made consumer education in Singapore more structured than in Indonesia. CASE has also maintained consumer confidence in continuing to transact in Singapore. So that their economy runs smoothly.

Consumer education laws in Indonesia and Singapore have both similarities and differences. Consumer education in Indonesia is the responsibility of the Indonesian government. In Singapore, consumer education is conducted by CASE, a non-governmental organization. However, both countries strive to educate consumers about caution when using goods and/or services in the community. Differences in law and culture give rise to similarities and differences in the laws of each country. These similarities and differences allow us to conduct legal comparisons. Sardjono and Hasbullah define comparative law as a science that seeks to understand the background of the similarities and differences between two or more legal systems. Laws originating from different legal families will have differences and similarities. The law of the Republic of Indonesia

originates from the Germanic Roman legal family (*Civil Law*). While Singapore law comes from the legal family *Common Law*. Therefore, it's understandable that there are differences in consumer education laws in Indonesia and Singapore. This study aims not only to compare consumer education laws in Indonesia and Singapore, but also to recommend that the Indonesian House of Representatives prioritize consumer education in the legislation they issue. This will ensure that the Republic of Indonesia has a consumer education law that adequately protects consumers' rights.

## 2. RESEARCH METHODS

This study uses a **normative legal research method with a comparative law approach**. Normative legal research focuses on examining legal norms, principles, and regulations related to consumer education laws in Indonesia and Singapore. The purpose of this method is to analyze the adequacy of existing legal provisions governing consumer education in both countries.

The research adopts a comparative legal approach to identify similarities and differences between consumer education laws in Indonesia and Singapore. This comparison is conducted to understand how each country regulates consumer education and to evaluate the effectiveness of the legal framework in protecting consumer rights.

The data used in this research are secondary legal materials, which consist of primary legal materials, secondary legal materials, and tertiary legal materials. Primary legal materials include statutory regulations such as Law Number 8 of 1999 concerning Consumer Protection, Government Regulation Number 58 of 2001, and the Consumer Protection (Fair Trading) Act (Chapter 52A) of Singapore. Secondary legal materials include books, journal articles, and academic writings related to consumer protection law and comparative law. Tertiary legal materials include legal dictionaries and other supporting references.

The technique of data collection is conducted through library research, by collecting and reviewing legal documents, literature, and regulations relevant to consumer education laws. The collected data are then analyzed using a qualitative descriptive analysis method, which involves interpreting legal provisions, identifying legal gaps, and comparing legal norms between Indonesia and Singapore.

Furthermore, this research is prescriptive in nature, meaning that it not only describes the existing legal conditions but also provides recommendations regarding how consumer education laws should be formulated and implemented in Indonesia. The prescriptive approach aims to propose improvements to strengthen consumer protection through clearer legal regulation of consumer education.

## 3. RESULTS AND DISCUSSION

### Consumer Education Laws in Indonesia and Singapore: A Comparison

Consumer education is one of the legal materials for consumer protection in Indonesia. The laws of the Republic of Indonesia recognize consumer education as consumer development. Chapter Seven, Part One, Article 29 of Law Number 8 of 1999 states that consumer development is the responsibility of the Government of the Republic of Indonesia. Article 29, number 1 of Law Number 8 of 1999 appoints the Government of the Republic of Indonesia to develop consumers in the country. In addition to Law Number 8 of 1999, the legal basis for consumer development in Indonesia is Government Regulation of the Republic of Indonesia Number 58 of 2001. As an implementing regulation of Law Number 8 of 1999, this regulation further regulates consumer development and supervision. Articles 3 and 4 of Government Regulation of the Republic

of Indonesia Number 58 of 2001 stipulate that consumer education is part of consumer development. When conducting consumer development, the government must create a healthy business climate and relationships between consumers and businesses through collaboration with the Minister of Trade of the Republic of Indonesia and the Minister. This collaboration aims to increase consumer empowerment through education, training, and skills development.

One form of consumer education is an effort to increase the awareness of the parties regarding their respective rights and obligations. Consumer education will teach parties to understand their rights and obligations. This will enable them to properly implement consumer protection laws to protect their respective interests. For example, consumers who carefully read food product information will avoid harm in the form of illness. In addition to protecting their rights, this will create a healthy relationship between consumers and businesses. Another form of consumer education is the dissemination of consumer protection laws and information. Dissemination of consumer protection laws and information is an effort to introduce consumer protection laws and information to the public. Dissemination of consumer protection laws and information provides the public with legal certainty regarding their rights, obligations, prohibitions, and permits under applicable law. For example, Article 18 of Law Number 8 of 1999 states that standard clauses may not state the transfer of responsibility of business actors. If there is a standard clause that conflicts with the legal norm, then the consumer can declare that the standard clause is null and void by law and needs to be corrected. The Non-Governmental Consumer Protection Institution (LPKSM) is a party that can empower the dissemination of consumer protection laws and information.

Consumer education in Singapore is known as *consumer education*. The *Singapore Consumer Protection (Fair Trading) Act 2009* is the legal basis for consumer protection in Singapore. The regulation regulates fraudulent transactions (*unfair practices*) by business actors (*suppliers*) in Singapore. *Second Schedule* from *Consumer Protection (Fair Trading) Act (Chapter 52A)* has mentioned twenty-four types of fraudulent transactions (*unfair practices*) for business actors (*suppliers*) in Singapore. Consumers in Singapore need to protect themselves from fraudulent transactions, which is why they need consumer education. This is the basis for the establishment of the *Consumers Association of Singapore (CASE)* in Singapore. CASE is a non-governmental organization that does not aim to seek economic profit. CASE's objective is to provide assistance, advice, consumer rights education, and mediation services to consumers to protect the interests and raise awareness of consumers in Singapore.

An example of consumer education in Singapore is consumer rights education. This education is important so that consumers can protect themselves from fraudulent transactions (*unfair practices*) in Singapore. Consumer protection in Singapore is the objective of the enactment of the *Consumer Protection (Fair Trading) Act (Chapter 52A)*. An example of consumer rights is the right to receive goods and/or services from business actors, as regulated in Rule 2. *Consumer Protection (Fair Trading) Act (Chapter 52A)*. Other consumer rights according to Rule 2 *Consumer Protection (Fair Trading) Act (Chapter 52A)* are the right to use accommodation *time share* within the time share agreement. Rule 6 *Consumer Protection (Fair Trading) Act (Chapter 52A)* gives consumers the right to file a lawsuit against business actors who carry out fraudulent transactions (*unfair practices*) in Singapore. Rule 11 *Consumer Protection (Fair Trading) Act (Chapter 52A)* regulates the consumer's right to cancel an agreement during the cancellation period (*cancellation period*). In addition, Rule 12 C and 12 *Consumer Protection (Fair*

*Trading) Act (Chapter 52A)* gives consumers the right to receive compensation and discounts.

CASE makes two contributions to consumers in Singapore. The first is consumer education. CASE provides a variety of consumer education materials and information. CASE's goal in doing this is to educate consumers in Singapore. The materials they provide are various CASE research and survey results regarding consumer education (or *consumer education*). An example is a magazine, *The Consumer*, which explains various consumer issues in Singapore. Case information in the magazine, *The Consumer* will help consumers to be more selective when consuming goods and/or services in Singapore. CASE also provides a list of companies included in the *Company Alert List* in Singapore on their website. For example, renovation contractor 99 Reno Pte Ltd repeatedly delayed the provision of renovation services, resulting in thirty customer complaints from July 1, 2020, to June 30, 2021. This information will help consumers choose which businesses to trade with in Singapore. CASE lists these businesses by industry type and alphabetically from A to Z. This helps consumers avoid fraudulent businesses, thereby ensuring consumers in Singapore avoid losses and uphold their consumer rights.

CASE's second contribution is receiving complaints from consumers in Singapore. Consumers experiencing losses or disputes in Singapore can submit reports to CASE. Reports must be submitted through the CASE website, which is: [https://www.case.org.sg/complaint\\_lodgeacomplaint.aspx](https://www.case.org.sg/complaint_lodgeacomplaint.aspx). Reporters are required to comply with the requirements set by CASE. For example, they must attach supporting documents such as identity cards, transaction receipts, and other relevant documents. Officers at CASE Consumer Relations (*CASE Consumer Relations Officers*) will assess the problems experienced by consumers and provide suggestions so that consumers can resolve disputes.

Consumer education laws in Indonesia and Singapore have two similarities. The first is the ability for consumers in both countries to file lawsuits against businesses. Law Number 8 of 1999 permits consumers to file lawsuits in court or non-court institutions to resolve disputes. *Consumer Protection (Fair Trading) Act (Chapter 52A)* also provides consumers in Singapore with the right to file lawsuits against businesses that engage in fraudulent transactions (*unfair practices*). Furthermore, consumer education laws in Indonesia and Singapore also teach various consumer rights. Article 4 of Law Number 8 of 1999 outlines consumer rights in Indonesia. For example, the right to correct, clear, and honest information regarding the condition and guarantees of the goods and/or services they intend to use. Rule 12 C *Consumer Protection (Fair Trading) Act (Chapter 52A)* also regulates consumer rights in Singapore, such as the right to obtain repair or replacement of goods. In other words, the similarity between consumer education laws in Indonesia and Singapore is the similarity in consumer education materials.

These similarities are based on the view that various matters are important to be regulated in laws and regulations. This allows consumers in Indonesia and Singapore to protect their interests. Consumer rights are important not only to be regulated in national laws and regulations, but also in internationally applicable legal provisions, such as United Nations Resolution No. 39/248 of 1985 concerning Consumer Protection. This resolution regulates consumer rights, such as the right to compensation. Another consumer right that is no less important to regulate is the right to sue businesses that harm them. Article 45, paragraph 1 of Law Number 8 of 1999 and Rule 6 *Consumer Protection (Fair Trading) Act (Chapter 52A)* demonstrates the importance of establishing this right in law across various countries. The losses suffered by consumers in Indonesia and Singapore prompted both

countries to prioritize the consumer's right to file a lawsuit. This allows consumers, as the injured party, to obtain compensation to protect their rights.

Consumer education laws in Indonesia and Singapore differ in three ways. The first is how consumer education is regulated in both countries' laws. Article 29, paragraph 1 of Law No. 8 of 1999 of the Republic of Indonesia, states that consumer education is the responsibility of the Indonesian government. In addition, Article 3, number 1 of Government Regulation of the Republic of Indonesia Number 58 of 2001 orders the Minister of Trade of the Republic of Indonesia to cooperate with the Minister to create a healthy relationship between consumers and business actors. Article 4 letter (e) of the Government Regulation states that healthy relations between the parties can be achieved through consumer education and empowerment. Whereas the *Consumer Protection (Fair Trading) Act (Chapter 52A)* does not directly regulate consumer education. The differences in the objectives of the two regulations in Indonesia and Singapore contribute to this discrepancy. The purpose of Law Number 8 of 1999 was to achieve a balance between protecting the interests of consumers and businesses, thus creating a healthy economy. *Consumer Protection (Fair Trading) Act (Chapter 52A)* has a different purpose, namely protecting consumers from fraudulent transactions (*unfair practices*). The laws of one country are certainly different from the laws of another country. So the difference in the objectives of the two invitations is natural.

The second difference is the implementing body for consumer education in Indonesia and Singapore. Law Number 8 of 1999 designates the Minister of Trade of the Republic of Indonesia and relevant technical ministers as the parties responsible for consumer education in the country. While consumer education in Singapore is the responsibility of *the Consumers Association of Singapore (CASE)*. The reason for these two differences lies in the legal provisions in Indonesia and Singapore. Law No. 8 of 1999 and Government Regulation of the Republic of Indonesia No. 58 of 2001 state that consumer education is a government responsibility. Meanwhile, *Consumer Protection (Fair Trading) Act (Chapter 52A)* does not regulate this matter.

The third difference is the method used to implement consumer education in Indonesia and Singapore. Government Regulation of the Republic of Indonesia Number 58 of 2001 outlines two methods for implementing consumer education in Indonesia. The first approach is to raise awareness among consumers and businesses regarding their respective rights and obligations. The second is to disseminate consumer protection laws and information. Consumer education in Singapore, on the other hand, prioritizes the provision of information. For example, a consumer issues magazine entitled *The Consumer*. Another example is the results of CASE research and surveys regarding consumer problems in Singapore. CASE also reports on various consumer dispute cases. In addition, CASE also lists which business actors are included in *the Company Alert List* in Singapore. Another effort by CASE to provide consumer education is by accepting consumer complaints in Singapore on the CASE website. The third difference stems from the different parties providing consumer education. The Government of the Republic of Indonesia and CASE are two different institutions. Therefore, they employ different methods in conducting consumer education. Law of the Republic of Indonesia Number 8 of 1999 and Government Regulation of the Republic of Indonesia Number 58 of 2001 do not prohibit the government from providing consumer education through community outreach. Furthermore, the *Consumer Protection (Fair Trading) Act (Chapter 52A)* also does not prohibit CASE from implementing its own consumer education methods in Singapore. Therefore, both

institutions may use different methods in implementing consumer education. Unless otherwise regulated by law, a legal principle will be permissible.

### **What Consumer Education Law Should Be**

Brotosusilo identified five characteristics of research within the legal discipline. These five characteristics are: demonstrating how law should apply in society, being prescriptive, concluding problem-solving based on the relationship between legal norms and actual legal facts, explaining various fundamental concepts in legal science, such as legal subjects, and demonstrating the diverse nature of legal existence, ranging from the most abstract antinomic values to the most concrete, in the form of legal attitudes and actions. Therefore, this study will demonstrate how the Indonesian government should provide consumer education. This will be done by providing suggestions regarding the appropriate legal model for consumer education in the Republic of Indonesia.

This research is not merely intended to compare consumer education laws in Indonesia and Singapore. A comparison of the laws in force in both countries is simply a means for this research to reach the next stage. This allows this research to discuss what should be done. This study found that consumer education laws in Indonesia and Singapore still have shortcomings. This deficiency is that neither country directly regulates important matters related to consumer education.

Consumer education laws in Indonesia and Singapore should define consumer education. The provisions of Article 1 of Law of the Republic of Indonesia Number 8 of 1999 and its explanation do not yet provide a definition of consumer education. A definition is a statement containing an explanation of the meaning of a word. Thus, definitions provide clear boundaries regarding the extent to which a word can be interpreted. The definition of consumer education is important to regulate because it defines the extent to which consumers can receive education.

In other words, the definition relates to the scope of consumer education materials. The scope of consumer education materials refers to the types of material or information that are important to teach consumers. This research identifies several aspects of information that should be categorized as consumer education materials. First, consumers need to understand the goods and/or services being sold. Consumers need product knowledge to make informed decisions. Product knowledge will determine whether consumers will experience a profit or a loss. Therefore, this knowledge determines the consumer's position in the transaction. The consumer is the weaker party in the transaction. One of the causes of consumers' weak position is a lack of product knowledge. Therefore, consumer education is necessary to provide consumers with knowledge about the products being sold. This allows consumers to protect their interests in transactions.

Furthermore, the scope of consumer education materials should encompass the rights and various obligations of consumers and businesses. Law of the Republic of Indonesia Number 8 of 1999 regulates consumer rights and obligations. However, not everyone in the Republic of Indonesia understands this. The principle of legal fiction assumes that everyone already knows the law because it is binding. This research aims to argue the opposite: that not everyone is aware of the law. Therefore, consumer education materials need to address the rights and obligations of all parties in a transaction.

The scope of consumer education material should be the standard clauses. Standard clauses in standard agreements contain obligations that must be fulfilled by the recipient of goods or services. So the standard clause is considered detrimental to consumers because it eliminates the responsibility of business actors. To prevent losses resulting from standard clauses, consumer education needs to teach consumers about the types of standard clauses

that are detrimental and how to identify them. This way, consumers can avoid consuming products that are detrimental to them through standard clauses.

Consumer education should also teach how to identify and report any fraudulent practices. One example is PT Wings Food's misleading advertisement. In 2023, the company's advertisement stated: *Tasty Beef Yakini noodles are one hundred percent made using cows from the United States*, even though in reality this is not the case. This research examines how to identify fraud as information that should be included in consumer education materials. Consumers need to protect themselves from losses caused by business fraud. In 2025, the National Consumer Protection Agency (BPKN) recorded at least 851 consumer complaints, resulting in losses totaling 438.3 billion Rupiah. Therefore, this study considers that consumers need to be armed with material on how to identify fraud.

In addition to identifying fraud, consumers also need materials related to consumer dispute resolution. This material includes how to file reports and lawsuits. Consumers need to know who to report fraudulent business practices to. For example, they can file a report with the Indonesian Consumers Foundation (YPKI). Article 44(3) of the Consumer Protection Law places a legal obligation on the YPKI to assist consumers in defending their rights. One such obligation is to receive consumer complaints.

Therefore, consumers need to understand the various consumer protection institutions. One of these is the Consumer Dispute Resolution Agency. This institution's role is to resolve consumer disputes through various methods, such as mediation and arbitration. Knowledge of consumer protection institutions and dispute resolution methods should be part of consumer education in Indonesia. This material should be regulated in consumer education legislation.

Legislation related to consumer education also needs to regulate institutions or agencies that educate consumers. These institutions should not only accept complaints from consumers. Consumer education institutions must be able to provide formal education to consumers with the content described in the second sub-chapter of this research discussion. Legislation regarding consumer education needs to regulate the legal status of these institutions. For example, if the consumer education institution's status is a foundation, this needs to be regulated in detail in the provisions of the legislation.

Furthermore, these laws and regulations must also regulate the qualifications of organization members. This is because organization members will educate consumers. Therefore, educators should meet certain qualifications. For example, organization members should have a Bachelor of Laws degree. Educators must possess at least basic knowledge of consumer protection law. Consumer protection law contains principles that protect consumers' interests and foster a sense of security and comfort in buying and selling. So it is important for educators to master consumer protection law material.

Consumer education laws and regulations must also address the accountability of educators who fail to fulfill their obligations, resulting in harm to consumers. If an educator misrepresents information and misleads consumers, they must be held accountable for their actions. Organizations should impose sanctions on erroneous educators. These sanctions can include administrative sanctions or penalties imposed on administrative violators. Examples include administrative sanctions in the context of environmental law, such as: written warnings, permit suspension, and even permit revocation. Administrative sanctions that should be imposed on educators who commit errors include reprimands and even dismissal. These various matters need to be regulated in laws and regulations concerning consumer education. Therefore, the government needs to implement regulations. Regulation is an effort to regulate something in written law. So that through regulations,

laws and regulations related to consumer education will be issued, as explained in the second sub-chapter of the discussion chapter of this research.

#### 4. CONCLUSION

This study concludes that there are several similarities and differences in consumer education in Indonesia and Singapore. First, both countries allow consumers to file consumer lawsuits. The consumer protection laws in force in both countries also regulate various consumer rights. Therefore, the similarities lie in the similarity of consumer protection law material in the provisions of Law Number 8 of 1999 and the Consumer Protection (Fair Trading) Act. The reason behind these two similarities is the view regarding the importance of the material regulations in the provisions of the legislation.

On the other hand, consumer protection laws in Indonesia and Singapore differ in three ways. The first is how consumer protection laws regulate consumer education. The first difference stems from the differing objectives of Law Number 8 of 1999 and the Consumer Protection (Fair Trading) Act. Second, the parties implementing consumer education in Indonesia and Singapore differ. This difference stems from differences in regulations in the two countries. Third, the method of implementing consumer education in Indonesia differs from that in Singapore. This difference stems from differences in the parties implementing consumer education in the two countries.

This study examines consumer protection laws in Indonesia and Singapore, which do not yet address various aspects of consumer education law. This study argues that consumer education laws should address the definition and scope of consumer education materials. Furthermore, consumer education laws should regulate consumer education institutions, including the qualifications of educators and their responsibilities for harming consumers. These aspects are crucial because consumers need knowledge to protect their interests from harmful business actors. Therefore, the Indonesian government needs to implement regulations to establish laws and regulations on consumer education in Indonesia.

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