



## LIABILITY AGAINST THE INSTALLER COMPANY ADVERTISING THAT HARMS CONSUMERS

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### ABSTRACT

**Background.** Advertising is a means of establishing relationships between companies and consumers. The company tries to communicate well with the existence of the company itself and the products or services produced. The research aimed to explain unlawful acts carried out by advertising companies so that they can cause losses to part of consumers.

**Research Method.** This research uses research methods of normative law, and library research, namely researching library materials or secondary materials.

**Findings.** An unlawful act is any action that brings about such losses. Then there are unlawful acts in Indonesia interpreted broadly, namely covering one of the following actions: (1) Actions that conflict with other people's rights (2) Obligations that conflict with legal obligations (3) Acts that are contrary to morality (4) Acts that are contrary to prudence or necessity in society.

**Conclusion.** Liability for unlawful acts towards advertising companies' harm to consumers can be resolved through compensation between company advertisers with consumers through District Court.

**Keywords:** Consumers, Misleading Advertising, Unlawful acts.

### BACKGROUND

Conveying information in life Humans are very necessary in the process of conveyance of information from one party to another other parties. There is interaction between humans that is impossible to happen if it does not fulfill 2 conditions, namely the existence of social contact and communication. When someone does something communication process with other people a similarity of meaning is needed. It is hoped that the ongoing communication process is ongoing can happen effectively and will bring satisfaction between the two[1].

The relationship between producers as producer goods or services with consumers as most of the goods users don't implement directly. There is something distance, where consumers generally do not get to know the maker of the goods or services they get for their needs. Besides it the need for a good or service the more there are and the more sophisticated the better its use and appearance, so it requires complete information from producers to consumers about something the goods or services they produce[2, 3].

There are many ways to introduce goods and services, one of the ways that is considered the most effective way is to use advertising[4, 5]. "Advertising cannot be separated from activities economy as a whole, especially in terms of marketing of the products produced. Advertising determines the relationship between producers with consumers. Advertising objectives related to the targets can be grouped into three types, namely (1) advertising to provide information to the public about the ins and outs of a product, (2) persuasive advertising the goal is to form selective demand for certain brands, (3) advertising to remind that is to refresh the information that has been received public.

The effectiveness of advertising can be expressed in two ways thing (based on Media Public Relations)[6]. First, the message conveyed by the company must be received in the sense of received but also accepted. Second, advertising must be capable of developing communication messages to change the attitudes or behavior of the audience and plan so that communication goals can be achieved. A good message is a message that can received by the recipient of the message easily and understandable because the message in essence is information that is core from communications by the parties involved communication

(communicator and communicant). To make messages successful in communication, messages must be designed and delivered in such a way that they can attract the interesting attention of the intended target. So effective communication and achieving targets must pay attention to the influence of behavior in the process the communication whether the ad is tested effective or not.

In connection with a replacement request loss from advertisers regarding advertisements. These disadvantages are regulated in Article 1365 of the KUH Civil law[7] which states that “Each unlawful act, which brings harm to others, obliges people who through his fault published the loss, compensate for these losses. Based on Article 1365 of the Civil Code, we can find out the necessary conditions fulfilled to determine what action is against the law, including: first, there must be action, action can be positive or negative, meaning every act of doing or not doing. Second, the action must be against the law, in fact, error, the existence of a cause-and-effect relationship between unlawful acts involves losses. The research aimed to explain unlawful acts carried out by advertising companies so that they can cause losses to part of consumers.

## RESEARCH METHOD

This research method uses normative legal research, legal research Literature is legal research. This is done by examining the materials libraries or secondary materials. Legislative or statute approach This approach is carried out with a review of the relevant laws with the law being dealt with[8].

In order to gather data relevant to the topic under discussion, researchers read, examine, and identify all available information from publications, laws, regulations, and court rulings pertaining to cases in which general data was initially withdrawn or determined to be special. methods for analyzing data in research. Study literature is the first step in gathering data; all information relevant to the primary issue is arranged methodically and sequentially for ease of reading and analysis[9].

## FINDINGS

Responsibility of the Parties Relating to Acts of Resistance Law In the Civil Code, liability divided into 2 groups, namely: a. Direct responsibility, which is regulated in Article 1365 of the Civil Code; b. Indirect responsibility, that is regulated in Articles 1367, 1368 and 1369 Civil Code. Accountability relationship with the perpetrator unlawful acts in advertising cases what is detrimental to consumers in holding accountable advertisers/advertising companies and the advertising company concerned. If a loss occurs as a result of the advertisement, then can be held accountable both parties, but more so First you have to find out who the real deal must be held accountable. First of all, it must be seen in the agreement, namely by looking at who the parties are advertising the contract agreement. Each advertising actor has different responsibilities, including a. Advertiser Producer Responsibility, b. Advertising Company Responsibilities, c. Advertising Media Responsibilities.

Talking accountability is then related to the internal compensation Civil Code, and theoretically, compensation is divided into two: a. Compensation for default, b. Compensation for acts of resistance law. Besides that, several types of lawsuits can be based on Article 1365 of the Civil Code that is, it provides the possibility of several types of lawsuits including a. Compensate for losses in kind Money b. Compensate for losses in kind or return to such circumstances original condition. c. A statement that the action that is done is against the law. d. Prohibition of doing an action e. To cancel something that was held regularly against the law. Then an action will lose its character against the law because of the basic circumstances of a justification. The justification includes: a. Forced circumstances or *overmacht* b. Forced defense or *noodweer* c. Legal provisions or *wettelijk voorschrift*, d. Order of office or *wettelijk bevel*. Form of compensation for acts of

resistance. The law known by law is as following: Nominal compensation, Compensatory damages, Punitive damages.

From Article 19 paragraph 2 above it can be seen that the forms of compensation provided in the Protection Act Consumers, namely: a. Refund or replacement similar or equivalent goods and/services value, b. Health care and/or provision compensation following the provisions statutory regulations apply. Requirements for compensation according to the Civil Code, especially compensation because the act is against the law as follows:

- a. Loss components. The components of compensation consist of: costs, losses and interest.
- b. Starting point for compensation
- c. Not for force majeure reasons
- d. When a loss occurs
- e. The loss is predictable.

## **DISCUSSIONS**

In the Civil Code the definition of action against the law is not listed with clear. The Civil Code regulates more things that must be fulfilled by someone suffer losses as a result of acts of resistance laws that other people do, want to file for compensation in court. Article 1365 of the Civil Code states [10] that any unlawful act, which bring harm to others, requires replacement the loss." The results state that the deed breaking the law is an act against the law committed by someone, which through his fault has given rise to loss to others.

Acts against the law in Indonesia have interpreted broadly [11], that is, includes wrong one of the following acts: a. Actions that conflict with rights others, b. Obligations that conflict with own legal obligations, c. Actions that are contrary to decency, d. Actions that are contrary to prudence or social obligations good society.

The process of resolving disputes regarding compensation for consequences unlawful acts [12, 13] committed advertising companies can do in several ways, namely:

- a) Dispute resolution through district court. Settlement of consumer disputes in court. This country could do with some method, namely: 1. Consumer Class Action Lawsuit Advertising, 2. Consumer Legal Standing Lawsuit advertising.
- b) Filing of Objections Against Decision of the Dispute Settlement Body Consumer (Settlement Agency Consumer Disputes). If the lawsuit is granted, then in amar The decision stipulates mandatory obligations carried out by business actors, who can in the form of:
  1. Compensation for damage, pollution and/or loss consumers as a result of consuming goods and/or services utilized Services that can include: a. Money refund; b. Replacement of goods and/or similar or equivalent services its value; or c. Health and/or offers providing compensation.
  2. Administrative sanctions in the form of determination Maximum compensation Rp. 200,000,000,- (two hundred million rupiah).
- c) Dispute Resolution Through the Agency. Consumer dispute resolution agency (agency consumer dispute resolution) is an agency who has the authority to resolve consumer disputes outside of court. This was formed as an alternative for consumers which requires a resolution medium disputes quickly, easily and cheaply. Fast, determined from 21 (twenty one) days work that must result in a decision. It's easy, it lies in the administrative procedures and decision-making process which is very simple. Cheap, located on affordable case fees, and can provide win-win decisions (win-win solution).

The contribution of this research explains liability for unlawful acts towards advertising companies harm to consumers can be resolved through compensation [14] between companies advertisers with consumers through District Court and/or also carried out in a peaceful way, namely by negotiate or deliberate kinship, but if the way is peaceful it doesn't

give results then both parties can submitted this issue to District Court and Settlement Disputes Through Settlement Bodies Consumer Disputes.

It is hoped that consumers will be more careful and always be wary of promotions from advertisements overrated, because it could be a model Ads like this are vulnerable lie. It is hoped that the Government and all of society to give more support for YLKI (Foundation Indonesian Consumers Institute) in to enforce protection consumers in Indonesia.

## CONCLUSION

Unlawful acts committed by advertising companies provide compensation to consumers as long as it can prove error, and these errors must be related causality or cause and effect by advertising companies.

## Conflict of Interest

The author declares there is no conflict of interest with the publication of this paper.

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