



Analysis of the Concept of Compensation for Damage to ESAF Motorcycle Frames from Wahbah Zuhaily's Perspective (Case Study at the Medan City Honda Showroom)

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Abstract: This research aims to analyze the concept of compensation for damage to the ESAF frame on motorbikes from Wahbah Zuhaily's perspective. The focus of this research is on a case study related to the issue of ESAF frame damage on Honda motorbikes in Medan City. The research method used is a qualitative approach with data collection techniques through interviews, observation, and literature study. The research results show that the concept of compensation in Wahbah Zuhaily's view regarding damage to the ESAF frame of a motorbike can be explained through the principles of Islamic law. Consumers, as motorbike owners, have the right to obtain compensation if the damage is caused by manufacturing defects or non-compliance with safety standards. The concept of *khiyar* (option or choice) in Islamic law gives consumers the freedom to choose between repairing damage, replacing the motorbike unit, or getting equivalent compensation. A case study at the Medan City Honda showroom shows that Honda motorbike owners who experienced damage to the ESAF frame have submitted compensation claims in accordance with the mechanism regulated by the company. However, there are challenges in handling compensation claims that need to be considered by the relevant parties. In conclusion, the analysis of the concept of compensation for damage to motorbike ESAF frames from Wahbah Zuhaily's perspective provides an in-depth understanding of the rights and responsibilities of consumers as well as the obligations of business actors in the context of product damage. This research is expected to provide conceptual and practical contributions to the understanding of Islamic law in the context of consumer protection related to damage to automotive products.

Keywords: Compensation, ESAF Framework, Islamic Law

I. INTRODUCTION

ESAF (Enhanced Smart Architecture Frame) represents a technological advancement by Honda aimed at enhancing vehicle safety and performance, particularly in two-wheeled vehicles like motorbikes. It reinforces the frame structure, improves impact energy absorption, and enhances passenger safety during accidents, all while contributing to better fuel efficiency and overall vehicle performance. (Dianti, 2017) The focus of this study revolves around the issue of compensation for damage specifically to ESAF frames on Honda motorcycles in Medan City. This issue has garnered significant attention due to consumer rights concerns and the responsibilities of business entities. Owners of Honda motorcycles affected by ESAF frame damage are entitled to repair services provided by PT. Astra Honda Motor (AHM). Despite media attention and consumer grievances, AHM has reassured that these incidents have not significantly impacted their sales and have committed to addressing consumer complaints seriously. (Defriza, 2020)

Warranty claims play a pivotal role in this context, with new Honda motorcycle purchases typically covering various components, including frames and electrical systems. However, the occurrence of ESAF frame damage has emerged as a focal point, especially within the warranty period. Ensuring prompt handling of consumer complaints and manufacturer responses is crucial for maintaining consumer satisfaction. (Adiyes Putra et al., 2022)

The Ministry of Trade (Kemendag) has intervened by seeking clarification from PT Astra Honda Motor regarding incidents of ESAF frame fractures. Emphasizing consumer rights and seeking equitable resolutions are central to the Ministry's involvement in this matter. Legal actions have also been initiated against Honda, underscoring the complexities inherent in consumer-manufacturer relationships. (Shalih, 2019)

From an Islamic law perspective, consumer protection aligns with the principle of *mashlahah* (public interest). Consumers are granted *khiyar* (option) and are entitled to compensation for losses resulting from prohibited actions. Law Number 8 of 1999 delineates consumers' rights comprehensively, stipulating timelines for compensation post-transaction. In essence, this research aims to delve into the nuanced issues surrounding compensation for ESAF frame damage on Honda motorcycles in Medan City, exploring both legal and consumer protection frameworks within the Indonesian context.

Reporting from the Honda page, the insurance claim process for damaged vehicles at Honda via TLO (Total Loss Only) insurance is structured and involves several key steps.

Credit purchases of Honda motorbikes through Honda Cengkareng automatically include insurance from financing companies (FIF, Adira, WOM, OTO) during the credit period. This insurance covers loss while parked, theft, robbery, mugging, accidents causing up to 75% damage, and riots. On the other hand, cash purchases do not automatically include insurance. However, Honda Cengkareng offers TLO insurance for cash purchases with a premium of 3.5% of the motorbike's OTR price plus an administration fee of IDR 29,000. This insurance covers theft, mugging, riots, hypnosis, robbery, and accidents causing up to 75% damage.

To file a TLO insurance claim, consumers must report to the local police station and obtain a receipt. The insurance company requires the original BPKB, motorbike invoice, photocopy of KTP, driving license, insurance policy, and 3 blank receipts with a IDR 6,000 stamp. The claim process typically takes around 30 working days after the insurance company receives complete documentation. (Rahmah, 2019)

AHASS (official Honda motorbike repair shop) conducts estimated damage assessments, which must exceed 75%. The insurance company verifies the estimated data provided. If valid, the claim progresses further. It's important to note that the insurance claim process outlined by Reliance on the Honda page may differ from processes offered by other insurance companies. Therefore, insurance claims for damaged vehicle items at Honda through TLO insurance involve clear steps, necessitating comprehensive documentation and accurate damage estimates. (Ahmadin, 2021).

II. METHOD

Methods and methodology are key elements in scientific investigation that provide a systematic framework for conducting research. The scientific method is used as a formulation of the steps needed in scientific language to ensure a focused, systematic and objective discussion. On the other hand, methodology is the study of the rules in the method. This research uses empirical legal research methods, which involve extracting information and descriptive data from the field. The research approach involves cases of pawning inherited land without the owner's permission, using a case and concept approach. (Soleman & Isima, 2023)

This research relies on both primary and secondary data sources to ensure clarity and specificity in its methodology. Primary data was gathered through direct observations and interviews with relevant stakeholders, while secondary data supports and supplements the primary findings. Secondary sources include literature, books, and library materials, particularly primary legal texts such as "Al-Fiqh Islam Wa Adhillatuhu" and "Nazariyah Al Dhaman" by Wahbah Az Zuhaili. Additionally, secondary legal materials encompass literature

reviews, articles, papers, and copies of relevant documents concerning the issue of mortgaging inherited land without the owner's knowledge. Tertiary legal materials, such as legal dictionaries and encyclopedias, were consulted to provide guidance and explanations on primary and secondary legal texts. This comprehensive approach forms a robust research framework to explore information thoroughly and compile in-depth analyses related to the research topic. (Adi Lestari, 2016)

III. RESULT AND DISCUSSION

Benefits of Consumer Protection According to the Consumer Protection Law

Law Number 8 of 1999 concerning Consumer Protection establishes crucial regulations aimed at safeguarding consumers against substandard goods and services. Article 8 outlines prohibitions for business actors, emphasizing the obligation to uphold standards in production and trade. Specifically, it prohibits the production or trading of goods and services that do not meet statutory requirements such as net weight, content, measurements, and quality. Furthermore, it mandates the inclusion of essential information like expiration dates and halal production conditions, and prohibits misleading labeling or descriptions. (Suaidi & Hakim, 2020)

Moreover, Article 8 underscores the prohibition against trading damaged, defective, or used goods without providing complete and accurate information to consumers. Violations of these provisions incur sanctions, including withdrawal of non-compliant products from the market. The law also imposes responsibilities on business actors to compensate consumers for losses resulting from defective or unsafe products, including bodily harm, death, or property damage. (Shifa & Mutho`am, 2021)

Transitioning to specific findings related to compensation for ESAF motorcycle frame damage, this research examines empirical data from a case study involving Honda motorbikes in Medan City. It explores consumer rights and the responsibilities of manufacturers in addressing issues such as product defects and warranty claims under the framework of Indonesian consumer protection laws. This empirical approach aims to provide insights into the application and effectiveness of legal protections concerning product safety and consumer rights in practical contexts. (Dianti, 2017)

Legal Protection for Consumers for Traded Goods

Law Number 8 of 1999 concerning Consumer Protection regulates prohibitions for business actors. Article 8, in paragraph (1), explains the prohibition on business actors from producing and/or trading goods and/or services that do not meet the required standards and provisions of statutory regulations. This prohibition covers aspects such as net weight, net content, measurements, scales, conditions, guarantees, features, efficacy, quality, grade, composition, processing process, style, mode and certain uses as stated in the label or description of the goods and/ or services. (Adi Lestari, 2016)

Apart from that, the article prohibits business actors from not including important information such as expiration dates, halal production conditions, as well as from placing labels or making descriptions of goods that include various information required by statutory provisions. Article 8 paragraph (2) emphasizes the prohibition on business actors trading damaged, defective or used goods without providing complete and correct information. (Fitriyono, 2011)

Article 8 paragraph (4) emphasizes sanctions for business actors who violate these provisions, namely that they are prohibited from trading in goods and/or services that violate the rules and must withdraw them from circulation. Furthermore, Article 8 paragraph (2) is more specific in describing products that are considered damaged, namely products that do not meet the safety standards expected by users based on aspects such as product appearance, intended use, and time the product is placed on the market. (Azani & Basri, 2022)

The responsibility of business actors for defective or damaged products includes various losses to consumers, be it bodily harm, death or property loss. This emphasizes the

importance of business actors ensuring that the products they trade meet safety standards and providing correct information to consumers.(Dianti, 2017)

Responsibilities of Business Actors in Providing Compensation for Damage to Goods

The responsibility of business actors for compensation for damage to goods to consumers, as regulated by Law Number 8 of 1999 and Islamic law, includes several aspects that are important to explain. First, in Consumer Protection Regulations, Law Number 8 of 1999 gives consumers the right to obtain compensation if they experience losses due to prohibited acts. Islamic law also provides similar protection, by realizing goodness (mashlahah) and giving consumers the right to khiyar (choice) as well as the right to ask for compensation if they suffer losses due to violations of the law.(Adiyes Putra et al., 2022)

Second, the responsibilities of business actors involve a number of aspects, including refunding money, replacing goods or services of equivalent value, health care, and providing compensation. This reflects an effort to return consumers to the condition they were in before the loss occurred. In line with this, in the context of Islamic law, business actors are required to pay compensation as a consequence of actions that can harm other people.

Third, in Consumer Protection Regulations, Law Number 8 of 1999 provides clear time provisions for providing compensation, for example, within 7 days. Meanwhile, Islamic law regulates that compensation must be adjusted to the circumstances of consumers and business actors. Thus, the time aspect is a crucial factor in ensuring appropriate and efficient completion.(Rahmah, 2019)

In conclusion, the responsibility of business actors for compensation for damage to goods to consumers is in accordance with Law Number 8 of 1999 and Islamic law involving consumer protection regulations, the responsibility of business actors, and provisions on the time for providing compensation. Business actors' sustainability and compliance with these regulations is key in dealing with the problem of damage to traded goods, ensuring fairness, and fulfilling consumer rights.(Hidayat, 2019)

IV. CONCLUSION

In examining the concept of compensation for damage to motorbike ESAF frames from Wahbah Zuhaily's perspective, particularly in the case study of Sorum Honda in Medan City, several conclusions emerge. Firstly, Islamic law, as elucidated by Zuhaily, underscores consumer protection through compensation as a manifestation of kindness (mashlahah). Consumers are entitled to seek compensation for losses incurred from actions that contravene Islamic norms. Secondly, the case study at Sorum Honda highlights issues such as damage, breaks, and rust on ESAF frames, focusing on warranty claims where motorbike owners are entitled to repairs as stipulated by warranty terms. (Winih & Hanifuddin, 2023)

Thirdly, responses from stakeholders, including the Ministry of Trade and manufacturers, underscore the urgency of addressing this issue. From an Islamic legal perspective, it is incumbent upon business actors, like motorbike manufacturers, to provide compensation for ESAF frame damage in accordance with principles of justice, equity, and protection of consumer rights. These principles are aligned with contractual agreements and the broader legal framework, including Law Number 8 of 1999 on Consumer Protection. Therefore, based on Wahbah Zuhaily's analysis, consumers have a rightful claim to compensation for ESAF frame damage, supported by Islamic legal principles and contemporary consumer protection laws, aiming to enhance understanding of compensation concepts within Islamic norms concerning motorbike ESAF frame damage.(Ahmadin, 2021)

REFERENCES

Adi Lestari, A. A. (2016). Perjanjian Baku Dalam Jual Beli Kredit Sepeda Motor Ditinjau Dari Undang-Undang Nomor 8 Tahun 1999. *Jurnal Magister Hukum Udayana (Udayana Master Law Journal)*, 5(2). <https://doi.org/10.24843/jmhu.2016.v05.i02.p09>

- Adiyes Putra, P., Z. Hrp, A. K., Tarigan, A. A., & Nasution, Y. S. J. (2022). Bisnis Syariah; Transaksi Tidak Tunai Menurut Pandangan Wahbah Al-Zuhaily Dalam Tafsir Al-Munir. *Jurnal Tabarru': Islamic Banking and Finance*, 5(1). [https://doi.org/10.25299/jtb.2022.vol5\(1\).9421](https://doi.org/10.25299/jtb.2022.vol5(1).9421)
- Ahmadin, A. (2021). Perlindungan Hukum Terhadap Konsumen Pada Perjanjian Jual Beli Sepeda Motor Studi Kasus Di Bima. *JISIP (Jurnal Ilmu Sosial Dan Pendidikan)*, 5(1). <https://doi.org/10.58258/jisip.v5i1.1694>
- Azani, M., & Basri, H. (2022). Peningkatan Pemahaman Masyarakat Tentang Transaksi Jual Beli Kredit Kendaraan Bermotor Berdasarkan Kompilasi Hukum Ekonomi Syariah (KHES) di Kelurahan Sialangmunggu Kecamatan Tuah Madani Kota Pekanbaru. *BIDIK: Jurnal Pengabdian Kepada Masyarakat*, 2(2). <https://doi.org/10.31849/bidik.v2i2.9060>
- Defriza, R. (2020). Aspek Perlindungan Hukum Perjanjian Dalam Jual Beli Online Menurut Fiqh Kontemporer. *Islamic Circle*, 1(1). <https://doi.org/10.56874/islamiccircle.v1i1.103>
- Dianti, Y. (2017). Tinjauan Hukum Perjanjian Syariah Terhadap Klausul Meninggal Dunia Dalam Kontrak Pembiayaan Bank Syariah. *Angewandte Chemie International Edition*, 6(11), 951–952., 5(2).
- Fitriano, R. A. (2011). Kebijakan Formulasi Hukum Pidana Dalam Melindungi Transaksi E - Commerce Di Indonesia. *Law Reform*, 7(1). <https://doi.org/10.14710/lr.v7i1.12479>
- Hidayat, M. T. (2019). Analisis Hukum Islam terhadap Praktik Jual Beli Sertifikat Seminar di Universitas Islam Negeri Sunan Ampel Surabaya. In *Universitas Islam Negeri Sunan Ampel Surabaya*.
- Rahmah, N. A. (2019). Jual Beli Arisan Uang Dalam Perspektif Wahbah Al-Zuhaili (Studi di Desa Sidokumpul Kecamatan Bungah Kabupaten Gresik). *Proceedings of the Institution of Mechanical Engineers, Part J: Journal of Engineering Tribology*, 224(11).
- Shalih, A. (2019). Hukum Jual Beli Secara Cicil perpektif Wahbah Zuhaili. In *Carbohydrate Polymers* (Issue 1).
- Shifa, U. L., & Mutho`am, M. (2021). Standar Harga Dalam Transaksi Jual Beli Perspektif Wahbah Az-Zuhaili. *Syariati: Jurnal Studi Al-Qur'an Dan Hukum*, 7(2). <https://doi.org/10.32699/syariati.v7i2.2245>
- Siregar, J. S. (2021). Hukum Jual Beli Uang Tunai Rp. 75.000 Perspektif Wahbah Az-Zuhaili: Studi Kasus Di Aplikasi Shoppe. *Skripsi*.
- Soleman, M. R., & Isima, N. (2023). Praktik Jual Beli Motor Tanpa Dokumen Sah di Kelurahan Ternate Baru: Perspektif Hukum Islam. *Al-'Aqdu: Journal of Islamic Economics Law*, 3(1). <https://doi.org/10.30984/ajiel.v3i1.2578>
- Suaidi, S., & Hakim, L. (2020). Pembiayaan Istishna' dan Implementasinya di Perbankan Syariah. *Al-Huquq: Journal of Indonesian Islamic Economic Law*, 2(1). <https://doi.org/10.19105/alhuquq.v2i1.3555>
- Winih, T. S., & Hanifuddin, I. (2023). Akibat Hukum Perjanjian Al-Khalaf Al-Khash dalam Praktik Jual Beli Sepeda Motor dengan Sistem Indent. *AL-MANHAJ: Jurnal Hukum Dan Pranata Sosial Islam*, 5(1). <https://doi.org/10.37680/almanhaj.v5i1.2126>