PENA LAW
International Journal of Law
In collaboration with: International College Rajaman Gala University of Technology Krungthep (ICUTK), Thailand

CIVIL LIABILITY OF BUSINESS ACTORS FOR CONSUMER LOSSES DUE TO AI CHATBOT DECISIONS IN CUSTOMER SERVICE (A STUDY ON DIGITAL BANKING AND AIRLINE SERVICES)

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Abstract

The use of artificial intelligence (AI) chatbots in customer service shifts part of the interaction between businesses and consumers from human agents to automated systems, raising the question of who bears the loss when a chatbot's statement or decision is wrong. This study analyzes the legal status of AI chatbots, the basis and forms of civil liability of business actors, and their application to digital banking and airline services in Indonesia. It employs normative juridical research using statutory, conceptual, case, and comparative approaches to primary, secondary, and tertiary legal materials, analyzed qualitatively. The findings show that AI chatbots are not legal subjects, so liability rests on the business actor as the electronic system operator and service provider. The basis of liability can be built in layers through breach of contract, tort, Article 1367 of the Civil Code, the Consumer Protection Law, and the Personal Data Protection Law, with sector-specific features: prudential principles and financial-sector consumer protection dominate digital banking, while carrier liability and passenger compensation dominate aviation. Disclaimers that attribute errors to the chatbot cannot displace this liability. The study recommends duties of transparency, escalation to human agents, conversation logging, and a proportionate shift of the burden of proof.

Keywords:*civil liability; business actors; AI chatbots; consumer protection; digital banking; airlines*

INTRODUCTION

Customer service is the most frequent point of contact between businesses and consumers. This interface is increasingly being handled by artificial intelligence (AI)-based chatbots, which can automatically answer questions, guide transactions, and determine follow-up actions for customer requests (Dwivedi et al., 2023). In digital banking services, chatbots are used to provide product information, fees, and transaction limits, assist with card blocking, and handle complaints. In airline services, chatbots are used to provide fare information, change schedules, process refunds, and explain baggage regulations. This convenience is not without risk. Generative language models can produce answers that appear convincing but are incorrect or inconsistent with the source, a phenomenon known as hallucinations (Ji et al., 2023), and are not inherently designed to always convey the truth (Wachter et al., 2024).

This issue has gone beyond the hypothetical. In Moffatt v. Air Canada, 2024 BCCRT 149, the Civil Resolution Tribunal of British Columbia held the airline liable for erroneous bereavement fare information provided by a chatbot on its website. The tribunal rejected the argument that the chatbot was a separate entity responsible for its own actions and awarded the airline CAD 650.88 in damages for negligent misrepresentation, plus interest and tribunal costs. The dispute was small and the forum was a tribunal of first instance, making the precedential force of this ruling persuasive. Nevertheless, the rationale is clear: the burden falls on the business that places the chatbot before consumers, not on the machine and not on the consumers who trust it.

In Indonesia, as of the writing of this article, there is no specific law comprehensively regulating liability for losses caused by AI (Yoki & Dinanti, 2026). Circular Letter of the Minister of Communication and Information Technology Number 9 of 2023 concerning the Ethics of Artificial Intelligence provides ethical guidelines, but is not legally binding. Consumers therefore rely on general norms, namely the Civil Code (KUHPerdata), Law Number 8 of 1999 concerning Consumer Protection (UUPK), the Electronic Information and Transactions Law (UU ITE) along with Government Regulation Number 71 of 2019, and Law Number 27 of 2022 concerning Personal Data Protection (UU PDP). Consumers also rely on sectoral regulations: banking regulations and the Financial Services Authority (OJK) for banks, and Law Number 1 of 2009 concerning Aviation and regulations of the Minister of Transportation for airlines. The question that remains unanswered is how these norms work when losses arise from automated system "decisions" that are difficult to explain and difficult to predict, even for the business actors themselves.

Previous studies in Indonesia have generally discussed the status of AI as a legal subject (Maharani & Masnun, 2024; Simbolon, 2023), personal data protection in the AI era (Silmidhafin et al., 2023), or consumer protection in the chatbot era across sectors (Muhtadi & Putri, 2023; Widiadnyani & Adnantara, 2026). Sectoral studies on digital banking and aviation have focused on customer balance loss and flight cancellations (Hakim & Djajaputra, 2024; Rahayu & Yulianingsih, 2025; Thoriq & Ilham, 2023). Based on the author's research, these studies have not specifically examined the role of chatbots as a source of harm. This research fills this gap by comparatively analyzing how business actors' civil liability is constructed when consumer harm stems from AI chatbot decisions in two sectors with different regulatory regimes.

Based on this description, this study formulates three questions. First, what is the legal standing of AI chatbots and who bears the legal consequences of their decisions under Indonesian law? Second, what is the legal basis and form of civil liability of business actors for consumer losses resulting from chatbot decisions in digital banking services and airlines? Third, what are the issues of proof, business actors' defenses, and necessary policy recommendations. The arguments tested are that liability is inherent in business actors, cannot be transferred to chatbots or consumers through standard clauses, and can be built from existing norms, although their enforcement requires strengthening. This research is theoretically useful for developing the doctrine of civil liability in the technology sector, practically for banks, airlines, and other electronic system operators in designing chatbot governance, and policy-wise for sectoral regulators and lawmakers.

LITERATURE REVIEW

AI chatbots, automated "decisions," and the source of losses

Chatbots are programs that interact with users through natural language. The latest generation uses large-scale generative models that generate responses based on statistical patterns, rather than drawing fixed answers from a rule base (Hacker et al., 2023; Russell & Norvig, 2020). This characteristic is legally important for three reasons. Output can vary from conversation to conversation. Hallucinatory fallacies can occur without warning (Ji et al., 2023). Wachter et al. (2024) refer to speech lacking regard for the truth as careless speech, a new form of cumulative harm, while pointing out that the legal obligation to tell the truth is currently limited and sectoral. Henderson et al. (2023) show that harmful generative AI output, including hallucinations, can be tested against existing

DOI: https://doi.org/10.56107/penalaw.v3i2.xxx

liability regimes. They also assert that AI should not be categorically immune from liability, despite numerous obstacles to determining who can be held accountable.

For the purposes of this article, "chatbot decisions" are divided into three types. Informational decisions are statements made by the chatbot about facts or conditions, such as fees, rates, or refund terms. Transactional decisions are actions executed by the chatbot, such as rescheduling or processing a cancellation. Restrictive decisions are denials, restrictions, or blocking of services, such as blocking account access due to suspected suspicious transactions. This distinction is useful because each type triggers different liability bases and evidentiary issues.

Theory of civil liability and consumer protection

Indonesian civil law recognizes two main sources of liability: agreements, the violation of which constitutes a breach of contract (Article 1243 of the Civil Code), and statutes or unlawful acts (Articles 1365 to 1367 of the Civil Code). The Consumer Protection Act adds a specific approach. Business actors are required to provide true, clear, and honest information (Article 7 letter b), are required to provide compensation or restitution (Article 7 letters f and g), and are responsible for consumer losses resulting from the goods and/or services they trade (Article 19 paragraph (1)). The burden of proving fault in a claim for compensation rests with the business actor (Article 28). In doctrine, this construction is known as the reverse burden of proof or presumption of guilt and is often distinguished from strict liability (Miru & Yodo, 2018). Comparatively, international consumer law places consumer information and vulnerability at the center of attention (Howells et al., 2018). Helberger et al. (2022) demonstrated that consumer vulnerability in the digital economy is architectural, that is, shaped by the design of the business-controlled choice environment, rather than simply by consumers' inherent characteristics. This view is relevant because chatbots represent a choice architecture entirely controlled by businesses.

The global debate on AI accountability

The international literature presents several positions. Wagner (2023) asserts that liability rules are fundamentally technology-neutral, that autonomous digital systems make their own decisions and do not simply execute deterministic scripts, and that this development demands a tightening of liability on system producers and users, not a loosening. Abbott (2020) proposes a principle of neutrality: the law should treat AI behavior and human behavior equally when assessing negligence. Buiten et al. (2023) identify liability gaps when AI systems are semi-autonomous and unpredictable, particularly in proving fault and causality. Hacker (2023) considers the European Union's proposals on AI liability to be half-hearted, relying on limited disclosure of evidence and presumptions of fault, defect, and causality. Edited books have expanded this debate (Barfield & Pagallo, 2018; Ebers & Navas, 2020; Lohsse et al., 2019). Eidenmüller and Wagner (2021) discuss the implications of algorithmic decision-making for private law, and Chesterman (2021) examines the limits of existing laws governing AI. Pasquale (2020) proposes the principle that AI systems should not impersonate humans and should reveal the identity of those controlling them. From a regulatory perspective, Kaminski (2023) and Laux et al. (2024) examine a risk-based approach, and Brownsword et al. (2017) provide a general framework for technology regulation. Faure and Li (2022) examine the role of insurance, including mandatory insurance, in managing losses resulting from AI. Finally, Novelli et al. (2024) map AI accountability as the relationship between those held accountable for their actions and those authorized to demand them, so that accountability extends beyond ethical statements.

DOI: https://doi.org/10.56107/penalaw.v3i2.xxx

Research in Indonesia and research gaps

Research in Indonesia consistently concludes that AI has not been recognized as a legal entity, so responsibility remains with those who develop, operate, or utilize it (Simbolon, 2023; Yoki & Dinanti, 2026). This is also evident in studies of consumer protection in the chatbot era, which emphasize the need for clarity on business actors' responsibilities (Widiadnyani & Adnantara, 2026). In digital banking, Rahayu and Yulianingsih (2025) note that in cases of lost balances, material compensation from banks is only provided after a court ruling declaring the bank responsible. In aviation, Hakim and Djajaputra (2024) link schedule cancellations to the responsibilities of business actors under Articles 19, 23, and 28 of the Consumer Protection Law, while Thoriq and Ilham (2023) conclude that passengers experiencing unilateral cancellations are entitled to compensation based on the theory of absolute liability. A remaining gap is the lack of research that integrates these two sectors with the unique characteristics of chatbot decisions: their non-deterministic nature, sharp information asymmetry, and the use of disclaimer clauses. This research aims to address this gap.

METHOD

This research is a normative legal research (normative juridical), namely research that examines legal norms, principles, and doctrines as objects of study (Efendi & Ibrahim, 2018; Marzuki, 2017). Four approaches are used. The statutory approach is used to examine the Civil Code, the Consumer Protection Law, the Electronic Information and Transactions Law and its implementing regulations, the Privacy Law, and sectoral banking and aviation regulations. The conceptual approach is used to clarify the concepts of legal subjects, electronic agents, fault, causality, and absolute liability. The case approach is used to examine Moffatt v. Air Canada, 2024 BCCRT 149, as a widely referenced initial decision on airline liability for chatbot statements. The comparative approach is used limitedly within the European Union framework (Regulation (EU) 2024/1689 and Directive (EU) 2024/2853) as a reflection material, not as a norm applicable in Indonesia.

Primary legal materials consist of laws and regulations and decisions cited in the reference list. Secondary legal materials consist of textbooks and scientific journal articles, with an emphasis on publications published from 2022 onwards for journals and 2017 onwards for books. Tertiary legal materials, including legal dictionaries and encyclopedias, are used as needed for terminological clarification. The materials were collected through literature review and analyzed qualitatively using grammatical, systematic, and teleological interpretation methods, then drawn deductively. Two sectors were selected because chatbots are used intensively in both, their sectoral regimes differ (OJK for banking, Ministry of Transportation for aviation), and both involve repeated contractual relationships with large numbers of consumers.

This study has limitations that should be noted. It did not utilize field data and did not examine the internal practices of specific banks or airlines. It also did not analyze court decisions or the Indonesian Consumer Dispute Resolution Agency (BPK) specifically concerning AI chatbots. The scenarios in the discussion section are analytical vignettes compiled by the author based on the general functionality of customer service chatbots, not reports of actual events. Therefore, the findings are normative, reflecting how applicable law should be applied, rather than empirical findings about dispute resolution practices.

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RESULTS AND DISCUSSION

A. Legal status of AI chatbots and who bears the legal consequences

Indonesian civil law only recognizes humans and legal entities as legal subjects with rights and obligations. AI does not fulfill these requirements because it lacks free will and cannot be held accountable for its actions independently (Simbolon, 2023; Yoki & Dinanti, 2026). The idea of positioning AI as a quasi-legal subject has been debated (Maharani & Masnun, 2024), but has no basis in positive law. Air Canada's argument that chatbots are separate entities responsible for themselves, which was rejected in Moffatt, would therefore also have no basis under Indonesian law.

A more operational framework is available in the ITE Law. Article 1, number 8, defines an electronic agent as an electronic system device created to automatically perform actions on certain electronic information and managed by a person. Customer service chatbots meet this definition. The consequences are regulated in Article 21 paragraph (2) letter c: in electronic transactions conducted through electronic agents, all legal consequences are the responsibility of the electronic agent organizer. Article 15 adds that electronic system organizers are required to operate their systems reliably, securely, and responsibly, and Government Regulation Number 71 of 2019 emphasizes this obligation at the implementation level. This obligation is excluded only if there is proven force majeure or user error and/or negligence (Article 15 paragraph (3) and Article 21 paragraph (4) of the ITE Law). This provision remains in effect after the last amendment to the ITE Law through Law Number 1 of 2024.

There are three intermediate conclusions. First, chatbots are not parties to a legal relationship with consumers, but rather a tool for business actors. Second, the legal consequences for chatbot actions are attached to the electronic agent provider, namely the bank or airline that places it before consumers. Third, if the chatbot is supplied by a vendor, the vendor can be held accountable by the business actor in an internal contractual relationship, but this does not shift the business actor's responsibility to consumers. Article 21 paragraph (3) of the ITE Law reinforces this direction by continuing to impose legal consequences on the provider if the electronic agent fails to operate due to third-party actions against the electronic system. This conclusion aligns with the view that liability rules are technology-neutral and continue to bind both producers and users of autonomous systems (Wagner, 2023).

B. Basis of civil liability: layered construction

Business actors' liability for chatbot decisions does not depend on a single article but can be constructed from several layers of mutually reinforcing norms (Table 1). The choice of basis for a lawsuit depends on the type of chatbot decision, the existence of a contractual relationship, and the ease of proof.

Table 1. Legal basis matrix of civil liability for AI chatbot decisions

Legal basis	Key elements	Relevance to chatbot decisions	Strengths and limitations
Default (Articles 1243, 1338, 1339 of the Civil Code)	There is an agreement; implementation is not in accordance with good faith and propriety	The statement or action of the chatbot that forms the basis or implementation of the agreement	Strong if there is a contractual relationship; weak for pre-contractual information.
Unlawful acts (Article 1365,	Act, unlawful, wrong, loss, causality	Failure to test, monitor, or supervise the system; failure to implement safeguards	Flexible; burden of proof on plaintiff and causality difficult to prove

DOI: https://doi.org/10.56107/penalaw.v3i2.xxx

1366 of the Civil Code)			
Article 1367 of the Civil Code	Responsibility for goods under supervision and for subordinates	Chatbot as a tool or functional replacement for service officers	Bridging the absence of legal subject status; application is still analogical
UUPK (Articles 4, 7, 10, 18, 19, 28)	Correct information; prohibition on misleading offers; compensation; burden of proof on business actors	Misinformation, misleading rates, disclaimer clauses	Most protective; does not mention AI explicitly
ITE Law and PP 71/2019 (Article 1 numbers 8, 15, 21)	Electronic agents; reliable and secure systems; legal consequences for organizers	Locking the attribution of responsibility to the bank or airline	Excluded if there are force circumstances or user negligence
PDP Law (Articles 10, 12, 34)	Right to object to automated decisions; claim for damages; impact assessment	Restrictive decisions based on personal data, for example, restricting access	Only for processing personal data; supplementing other grounds

Source: author's analysis based on the Civil Code, UUPK, ITE Law, PP 71/2019, and PDP Law.

Default. In digital banking and aviation, consumers are bound by agreements with business actors: account and banking service agreements, or transportation agreements evidenced by tickets. Chatbot statements that form the basis for consumer decision-making can be constructed as part of the offer or implementation of the agreement, considering that agreements must be implemented in good faith and are binding not only on the expressly stated matters but also on propriety, custom, and law (Article 1338 paragraph (3) and Article 1339 of the Civil Code). If the business actor does not fulfill what has been promised through its official channels, consumers can demand reimbursement of costs, losses, and interest (Article 1243 and Article 1246 of the Civil Code). This fundamental weakness lies in pre-contractual information, because there is no agreement that can be denied.

Act against the law. Articles 1365 and 1366 of the Civil Code require an act, an unlawful nature, fault, damages, and a causal relationship. Fault in a chatbot's decision should not be sought in the machine's "intention," but rather in the business actor's standard of care: pre-launch testing, ongoing monitoring, knowledge base updates, and restrictions on high-risk topics. The Tribunal in Moffatt used similar reasoning, stating that the airline failed to take reasonable care to ensure the accuracy of its chatbot. This standard of care is comparable to that applicable to human officers (Abbott, 2020). The key issue is proof: Buiten et al. (2023) caution that proving fault and causality becomes difficult when AI system errors are difficult for the manufacturer to foresee.

Article 1367 of the Civil Code.A person is responsible not only for his own actions, but also for losses caused by those under his control and property under his control, and an employer is responsible for losses caused by subordinates in the course of assigned work. This article can be interpreted in two ways. Chatbots can be viewed as tools under the control of business actors, as also stated by Yoki and Dinanti (2026). Chatbots can also be viewed as functional replacements for customer service officers, so that errors that would otherwise result in business actors' liability remain unchanged simply because the work is transferred to a machine. The second approach aligns with Abbott's (2020) principle of neutrality, with the caveat that its application to AI is still analogous and requires judicial interpretation.

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Consumer Protection Act. The Consumer Protection Act (UUPK) is the most protective basis. Consumers have the right to correct, clear, and honest information (Article 4 letter c), business actors are prohibited from offering services in a misleading manner regarding prices or rates (Article 10 letter a), and business actors are prohibited from including standard clauses stating the transfer of responsibility (Article 18 paragraph (1) letter a), with the result that the clause is null and void (Article 18 paragraph (3)). Business actors are required to provide compensation in the form of a refund or replacement of similar services within seven days after the transaction (Article 19 paragraphs (1) to (3)), unless they prove the consumer's fault (Article 19 paragraph (5)). Article 28 places the burden of proving the element of fault on business actors. With this construction, consumers who rely on chatbot statements only need to prove the existence of the statement, dependence, and loss, while business actors must prove that the fault is not theirs.

Personal Data Protection Act. When a chatbot decision is based on the processing of personal data, for example blocking access due to risk profiling, the data subject has the right to object to decisions based solely on automated processing and having a significant impact (Article 10 paragraph (1) of the PDP Law), and has the right to sue and receive compensation for violations of personal data processing (Article 12 paragraph (1)). Data controllers are also required to conduct a personal data protection impact assessment for high-risk processing, including automated decision-making with legal consequences (Article 34). Silmidhafin et al. (2023) emphasize the importance of personal data protection in the use of AI from a civil law perspective. The scope of the PDP Law is limited to the issue of personal data, so it complements, not replaces, other bases.

C. Study on digital banking services

The relationship between banks and customers is based on trust, and banking law places the principle of prudence as a foundation in bank business activities (Article 2 of the Banking Law, namely Law Number 7 of 1992 as amended by Law Number 10 of 1998 and, among others, Law Number 4 of 2023). Banks are also required to provide information regarding the potential risk of loss in connection with customer transactions (Article 29 paragraph (4) of the Banking Law). The consumer protection regime in the financial services sector was then strengthened by OJK Regulation Number 22 of 2023 concerning Consumer and Community Protection in the Financial Services Sector which came into effect on December 22, 2023, replacing POJK 6/POJK.07/2022, and expressly considers the digitalization of financial services products and services. Aspects of information technology and digital banking services are further regulated in POJK 11/POJK.03/2022 and POJK 21 of 2023. For out-of-court dispute resolution, the financial services sector has the Financial Services Sector Alternative Dispute Resolution Institution (LAPS).

Three analytical vignettes demonstrate how the above layered construction works. In the first vignette, a bank chatbot incorrectly states that a transaction is free of charge or that a certain limit is still available, resulting in the customer incurring unexpected costs. This is an informational decision. The primary basis is the right to correct information (Article 4 letter c of the Consumer Protection Law) and the bank's obligation to provide risk information (Article 29 paragraph (4) of the Banking Law), with Article 1367 of the Civil Code as a reinforcement. The terms and conditions clause stating that information in the application is not binding cannot be used as a shield, as Article 18 of the Consumer Protection Law prohibits the transfer of responsibility.

DOI: https://doi.org/10.56107/penalaw.v3i2.xxx

In the second vignette, a customer reports a lost card via a chatbot, but the chatbot gives incorrect instructions or fails to escalate to an officer, delaying the blocking and continuing unauthorized transactions. This is a transactional decision. The underlying issue is the division of burdens between the bank and the customer. System failures under the bank's control, such as an insecure reporting flow design, give rise to the bank's liability, while customer negligence, such as disclosing credentials, can reduce or eliminate that liability under Article 19 paragraph (5) of the Consumer Protection Law and Article 21 paragraph (4) of the Electronic Information and Transactions Law. Rahayu and Yulianingsih's (2025) finding that banks only provide material compensation after a court ruling indicates an additional risk. If a customer's first interaction is handled by a chatbot without a fast track to an officer, the consumer's barriers to recovery increase.

In the third vignette, the automated system flags customer activity as suspicious and restricts account access through a restrictive decision, preventing the customer from paying due obligations. The basis for this responsibility includes the principle of prudence, the right to object to automated decisions (Article 10 paragraph (1) of the PDP Law), and the obligation to assess the impact (Article 34 of the PDP Law). In the author's analysis, restricting access for security reasons is a justifiable action, so what is assessed is the fairness of the procedure: notification, a fast objection path, human review, and prompt redress if the restriction turns out to be erroneous. Intangible losses, such as loss of trust and psychological distress, can be claimed, but proving and calculating them remains a challenge.

Three key points can be drawn from these three vignettes. First, banks cannot hide behind automation, as banking and financial services law places responsibility on financial service providers for the services they provide. Second, banks are required to exercise a higher level of caution than conventional businesses because the customer-bank relationship is based on trust and because of the inherent risk involved. Third, sectoral dispute resolution mechanisms, including internal complaints, the Financial Services Sector LAPS, and the courts, must be able to accept chatbot conversation histories as evidence.

D. Study on airline services

The relationship between airlines and passengers is born from an air transportation agreement evidenced by a ticket. The Aviation Law stipulates the carrier's responsibilities, including for delays, except due to weather and technical operational factors (Article 146), and for lost, destroyed, or damaged checked baggage (Article 144). More detailed provisions regarding carrier responsibilities and delay management are contained in Ministerial Regulations Number 77 of 2011 and Number 89 of 2015. According to Thoriq and Ilham (2023), airline liability for delays and cancellations is specifically regulated in ministerial regulations and is based on the theory of absolute liability. Hakim and Djajaputra (2024) added that schedule cancellations that result in material and immaterial losses give rise to business actors' responsibilities, with legal remedies through the courts and out of court.

The regulation is designed primarily for losses arising from the operation of transportation, not from misinformation. Chatbots create a different type of loss: pre-transportation and post-transportation losses stemming from information and administrative processing. Three vignettes illustrate this. In the first vignette, an airline chatbot incorrectly states that a purchased ticket can still be charged a special fare or be fully refunded, when the fare conditions do not permit this, as is the core of the Moffatt case. In the second vignette, the chatbot incorrectly provides check-in deadlines or baggage allowances, resulting in passengers being left behind or incurring additional costs. In the third

vignette, after a flight cancellation, the chatbot incorrectly processes or rejects a rescheduling, thereby forfeiting the passenger's right to compensation.

The analysis of the first vignette reveals an interesting contrast with Moffatt's. The Tribunal rejected the argument that passengers should have matched the chatbot's responses to other pages on the airline's website, as it did not explain why a static page would be more reliable than a chatbot on the same website. Under Indonesian law, the same result can be achieved with greater certainty. Article 10(a) of the Consumer Protection Law prohibits misleading offers of services regarding fares, Article 18 prohibits the transfer of liability through standard clauses, and Article 28 places the burden of proving fault on the business actor. Appropriate compensation includes the difference in fare or costs incurred by the passenger as a result of relying on the incorrect information, as in Moffatt's award of the difference between the fare paid and the condolence fare promised by the chatbot. The exclusion of liability for delays due to weather or operational technicalities in Article 146 of the Aviation Law is not relevant to misinformation, as the error is not due to weather or flight operations.

E. Cross-sectoral comparison, the Moffatt ruling and the EU framework

Table 2 summarizes the similarities and differences between the two sectors, along with a comparison from Canada. The main similarities are the direction of responsibility, which is on the business actor, and the rejection of the "chatbot is another party" argument and the disclaimer clause. The differences lie in the intensity of caution, the dominant types of decisions, and the dispute resolution institutions.

Table 2. Comparison of responsibility for chatbot decisions in digital banking, aviation, and the Moffatt case

Aspect	Digital banking (Indonesia)	Flight (Indonesia)	*Moffatt*(Canada)
Legal relationship	Account agreement and banking services	Air carriage agreement (ticket)	Purchase tickets through the airline website
Sectoral regime	Banking Law, POJK 22/2023, POJK IT and digital banking services, PDP Law	Aviation Law, PM 77/2011, PM 89/2015	General law on misrepresentation due to negligence
Dominant chatbot decisions	Fee and limit information; card reporting; access restrictions	Fare and refund information; baggage; rescheduling	Condolence rate information
Basis of responsibility	UUPK, unlawful acts, Article 1367, precautionary principle	UUPK, carrier's responsibility, Article 1367	Duty of care; failure to ensure chatbot accuracy
Common defense	Customer negligence; disclaimer; vendor	Weather and operational technicalities (only for delays); disclaimer; vendor	Chatbot as a separate entity; rate terms on another page (declined)
Dispute resolution	Complaints to banks, LAPS Financial Services Sector, courts	Complaints to airlines, BPSK, courts; Ministry of Transportation as regulator	Civil Resolution Tribunal (small claims)

Source: author's analysis. Moffatt's column refers to Moffatt v. Air Canada, 2024 BCCRT 149.

The European Union framework provides food for thought, not a model to be emulated blindly. Regulation (EU) 2024/1689 (Artificial Intelligence Act) requires providers of AI systems designed to interact directly with humans to inform them that they are interacting with an AI system. This requirement aligns with Pasquale's (2020) suggestion that AI should not impersonate humans. Directive (EU) 2024/2853 on defective products extends the concept of product to include software, thus opening a path to no-fault liability for defects in digital systems, as examined in the context of its initial proposals by Wagner (2023) and Buiten et al. (2023). The proposed Directive on adapting non-contractual civil liability rules to artificial intelligence (COM(2022) 496) offered disclosure of

DOI: https://doi.org/10.56107/penalaw.v3i2.xxx

evidence and a presumption of causality, which Hacker (2023) found inadequate. This proposal was subsequently dropped by the European Commission in its 2025 work programme.

This comparison raises two normative observations for Indonesia. First, in the relationship between consumers and businesses, Article 28 of the Consumer Protection Law already reverses the burden of proof on fault, so in this aspect, Indonesian law is not normatively weaker than the European proposal. Second, Indonesia lacks an equivalent mechanism for disclosing evidence and requiring transparency for chatbots. Without access to the conversation logs and knowledge base used by chatbots, the reversed burden of proof in Article 28 is difficult for judges or dispute resolution institutions to enforce. Therefore, strengthening should be directed at transparency and access to evidence, not simply increasing the responsibility norm.

F. Proof, causality, and information asymmetry

Consumers are in a very unequal position. They cannot know how responses are generated and do not have access to system logs, while businesses control both. This inequality is not an individual weakness of consumers, but rather a result of the service architecture controlled by businesses (Helberger et al., 2022). Bar-Gill et al. (2023) also discuss consumer losses that can arise from the use of algorithms in the consumer market. Legally, there are three steps to take to prove this. First, conversation logs, screenshots, and electronic notifications can be submitted as information and electronic documents, which constitute valid legal evidence (Article 5 of the ITE Law). Second, once a consumer demonstrates that a misrepresentation originated from a business's official channel and that they reasonably relied on it, fault and causality are presumed until the business proves otherwise, in line with Article 28 of the Consumer Protection Law. Third, businesses can be asked to submit conversation logs and evidence of system testing, as they are the ones capable of providing these. The obligation to retain logs and access to them needs to be explicitly regulated by sectoral regulators so that these measures do not depend on the generosity of businesses.

G. Defense of business actors and its limitations

There are five defenses commonly put forward by business actors. The first defense is a disclaimer that chatbots can be wrong. This defense is weak because Article 18 paragraph (1) letter a and paragraph (3) of the Consumer Protection Law renders the clause on the transfer of responsibility null and void. This defense also contradicts the purpose of positioning chatbots as official service channels. Henderson et al. (2023) also examine the role of disclaimers in the analysis of liability for AI output, and Wachter et al. (2024) emphasize that the risk of untruthful speech is inherent in the model's design, not user negligence. The second defense, that the chatbot was developed by a vendor, is rejected because responsibility towards consumers remains with the electronic agent provider (Article 21 of the ITE Law), and the relationship with the vendor is only a basis for recourse. The third defense is consumer negligence, which is valid to reduce or eliminate responsibility as long as the business actor can prove it (Article 19 paragraph (5) UUPK and Article 21 paragraph (4) UU ITE), and the judge can take this into account in determining the amount of compensation.

The fourth defense is force majeure (Articles 1244 and 1245 of the Civil Code). This defense is difficult to accept for hallucinations, as the phenomenon is well-known in the technical literature (Ji et al., 2023), and thus errors can be predicted and mitigated through design, topic restrictions, and human oversight. The fifth defense, that consumers should verify chatbot responses with other sources, contradicts the principle of fairness in relying on official business channels. Businesses that choose to

DOI: https://doi.org/10.56107/penalaw.v3i2.xxx

open chatbot channels to the public and obtain economic benefits from them should bear the risk of errors, a consideration that aligns with the view that the burden of responsibility should fall on those who control and benefit from the technology (Wagner, 2023; Yoki & Dinanti, 2026).

H. Implications and recommendations

For businesses, chatbot governance should be viewed as part of a duty of care, not simply a technical matter. Minimum recommendations include clearly disclosing that consumers are interacting with a chatbot (Pasquale, 2020); providing a rapid escalation path to a human agent; limiting responses to high-risk topics, such as costs, compensation, and refunds, to a verified knowledge base; maintaining logs of conversations and test results; and implementing risk-based testing and monitoring (Kaminski, 2023; Laux et al., 2024). Agreements with vendors should address recourse indemnity. Insurance can be considered as a risk-sharing instrument (Faure & Li, 2022).

For regulators, the Financial Services Authority (OJK) and the Ministry of Transportation can issue business code of conduct specifically governing the use of chatbots in consumer services, including transparency obligations, incident reporting, and log retention. Ethical guidelines, currently advisory in nature, can be strengthened into sector-by-sector norms. Dispute resolution institutions, such as the Financial Services Sector LAPS and the Consumer Dispute Resolution Agency, require guidelines for examining evidence of electronic conversations. For lawmakers, updates to the Consumer Protection Act or national AI regulations could include consumer rights to notification of AI use, the right to an explanation, and the right to human review, complementing Article 10 paragraph (1) of the Consumer Protection Act. For consumers, best practices include retaining evidence of conversations, submitting written complaints to business actors, observing the seven-day grace period in Article 19 paragraph (3) of the Consumer Protection Act, and utilizing sectoral dispute resolution mechanisms.

This study has limitations as stated in the methods section. Further research should combine normative analysis with empirical data, such as consumer complaint data from the Financial Services Authority (OJK) and the Ministry of Transportation, BPSK (Regional Financial Services Authority) and court decisions, and interviews with compliance practitioners. Further research should also examine AI agents that not only respond to but also execute transactions on behalf of consumers, which would re-examine the construction of electronic agents and the division of responsibilities.

CONCLUSION

This study concludes three things. First, AI chatbots are not legal subjects under Indonesian law. They are electronic agents, and the legal consequences of their actions are borne by the electronic agent provider, namely the business actor who uses them as a service channel (Article 1 number 8, Article 15, and Article 21 of the ITE Law). Second, civil liability of business actors for consumer losses resulting from chatbot decisions can be layered through breach of contract, unlawful acts, Article 1367 of the Civil Code, the Consumer Protection Law, and the Privacy and Data Protection Law. In digital banking, this liability is reinforced by the principle of prudence and consumer protection in the financial services sector, while in aviation it is reinforced by the carrier's responsibility and passenger compensation. Third, the pretext that the chatbot is a third party, the waiver clause, force majeure, and the requirement for consumers to verify the chatbot's responses generally do not absolve business actors, except in cases of proven consumer negligence.

While accountability norms are in place, key challenges lie in enforcement: access to evidence, transparency, and the ability of dispute resolution bodies to assess automated system decisions. This research recommends disclosure of chatbot use, escalation pathways to human agents, log retention, sectoral codes of conduct from the Financial Services Authority (OJK) and the Ministry of Transportation, and national regulations on AI that address consumer rights to notice, explanation, and human review. Further research is recommended to test these normative findings with complaint and decision data, as well as examining AI agents executing transactions.

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